

<i>SERFF Tracking Number:</i>	<i>PRTA-127616352</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Protective Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>49730</i>
<i>Company Tracking Number:</i>	<i>VDA2006A-LAURA</i>		
<i>TOI:</i>	<i>A03I Individual Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>SG-VDA-P-2006A</i>		
<i>Project Name/Number:</i>	<i>SG-VDA-P-2006A/SG-VDA-P-2006A</i>		

Filing at a Glance

Company: Protective Life Insurance Company

Product Name: SG-VDA-P-2006A

TOI: A03I Individual Annuities - Deferred
Variable

Sub-TOI: A03I.002 Flexible Premium

Filing Type: Form

SERFF Tr Num: PRTA-127616352 State: Arkansas

SERFF Status: Closed-Approved-
Closed State Tr Num: 49730

Co Tr Num: VDA2006A-LAURA

State Status: Approved-Closed

Reviewer(s): Linda Bird

Author: Laura Jackson

Disposition Date: 03/19/2012

Date Submitted: 09/07/2011

Disposition Status: Approved-

Closed

Implementation Date Requested: 11/15/2011

Implementation Date:

State Filing Description:

General Information

Project Name: SG-VDA-P-2006A

Project Number: SG-VDA-P-2006A

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments: A corresponding filing has been submitted to the Interstate Insurance Product Regulation Commission for use in a number of states, including but not limited to our domiciliary state of Tennessee.

Market Type: Individual

Individual Market Type:

Filing Status Changed: 03/19/2012

State Status Changed: 09/14/2011

Created By: Laura Jackson

Corresponding Filing Tracking Number: PRTA-127616338

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Deemer Date:

Submitted By: Laura Jackson

Filing Description:

FORM NUMBER.....FORM TITLE and/or DESCRIPTION

SG-VDA-P-2006C-WX...Individual Flexible Premium Deferred Variable Annuity Contract (Cover & TOC)

SG-VDA-P-2006A.....Individual Flexible Premium Deferred Variable Annuity Contract (Body)

SG-VDA-P-2006SA-01...Schedule (Insert Pages for Contract)

SERFF Tracking Number: PRTA-127616352 State: Arkansas
Filing Company: Protective Life Insurance Company State Tracking Number: 49730
Company Tracking Number: VDA2006A-LAURA
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: SG-VDA-P-2006A
Project Name/Number: SG-VDA-P-2006A/SG-VDA-P-2006A
SG-VDA-P-5014A.....Guaranteed Account Endmt with Fixed Account and DCA Accounts

The intended implementation date for this individual flexible premium deferred variable annuity filing is November 15, 2011 or upon approval. This filing does not contain any unusual or possibly controversial items that vary from normal company or industry standards. A corresponding filing has been submitted to the Interstate Insurance Product Regulation Commission for use in a number of states, including but not limited to our domiciliary state of Tennessee.

CONCURRENT FILING INFORMATION

This filing is part of a series that will eventually update our entire portfolio of annuity products. This filing is also one of two related filings submitted concurrently. The other concurrent filing is PRTA-127616338, which includes: (1) a contract (cover, body, and schedule) and guaranteed account endorsement for another individual flexible premium deferred variable annuity product (with forms VERY similar to those in the present filing); and (2) the application and a number of riders and endorsements for use with forms in the present filing.

MARKETING AND ISSUE AGE INFORMATION

The company's variable annuity products are offered to the general public through properly licensed and appointed registered representatives of FINRA member broker-dealers. They may also be available on an individual basis to employer/employee and similar groups through qualified retirement plans. They are intended for retirement planning or other, similar long-term accumulation goals. The products will be available in both qualified and non-qualified markets to prospective applicants who have reached the legal age to purchase insurance contracts. We do not intend to issue a contract or permit the exercise of any option for purchasing a guaranteed living benefit rider after contract issue if the oldest owner or annuitant is over the maximum age at that time. Currently, the maximum age is the oldest owner's or annuitant's age 85 but it may range between ages 85 and 90, with certain optional benefits having more restrictive purchase age limits.

APPLICATION, ENDORSEMENT, AND RIDER INFORMATION

The application currently intended for use in selecting products created with the forms submitted in this filing is SG-VDA-P-1006, which is under review in the concurrent filing referenced above. Other forms under review in the concurrent filing that are also intended for use with forms in the present filing, in the same manner as described in the concurrent filing, are: Annuity Option Bonus form SG-GAF-P-5006; Tax-Qualified Plan forms SG-GAF-P-9001 and -9002; Guaranteed Minimum Death Benefit forms SG-VDA-P-6001, -6002, and -6003; and Guaranteed Living Benefit forms SG-VDA-P-6008, -6011, -6015A, -6006, -6007, and -6014.

CONTRACT INFORMATION

SG-VDA-P-2006C-WX (Cover)
SG-VDA-P-2006A (Body)
SG-VDA-P-2006SA-01 (Schedule Insert)
SG-VDA-P-5014A (Guaranteed Acct Endmt)

SERFF Tracking Number:	PRTA-127616352	State:	Arkansas
Filing Company:	Protective Life Insurance Company	State Tracking Number:	49730
Company Tracking Number:	VDA2006A-LAURA		
TOI:	A03I Individual Annuities - Deferred Variable	Sub-TOI:	A03I.002 Flexible Premium
Product Name:	SG-VDA-P-2006A		
Project Name/Number:	SG-VDA-P-2006A/SG-VDA-P-2006A		

The submitted contract cover, contract body, schedule insert, and guaranteed account endorsement forms are components in a form series that will be used to create the company's line of individual flexible premium deferred variable annuity contracts. Each contract in the series will consist of ONE set of cover pages (including the front cover, table of contents, and back cover), ONE set of body pages, ONE schedule insert, and (if the schedule includes references to the company's guaranteed account, which the submitted schedule does) ONE guaranteed account endorsement. The submitted components may also be used to create other variable annuity contracts, in combination with alternative cover pages, body pages, schedule inserts, and/or guaranteed account endorsements approved for our use.

The contract permits withdrawals (or a full surrender) on or prior to the annuity date, and provides a death benefit equal to the contract value if an owner dies prior to the annuity date. Currently, the maximum annuity date is the oldest owner's or annuitant's 95th birthday, but it may range between the 95th and 100th birthday and will not be any earlier than 10 years after the maximum issue age. The contract has sex-distinct annuity payout rates and therefore will not be used with employer-employee plans subject to ERISA (the so-called "Norris" situations), unless an appropriate tax-qualified plan endorsement is attached to provide for unisex rates.

The contract allows the owner to direct purchase payments to a variety of investment options that include equity and bond portfolios and a domestic money market fund that are sub-accounts of, and funded through, the company's Protective Variable Annuity Separate Account. With the submitted guaranteed account endorsement attached, the contract also allows purchase payments to be directed to a fixed account and two dollar cost averaging accounts that are funded through the company's general account. The minimum initial purchase payment will range between \$5,000 and \$25,000, with additional purchase payments accepted subject to the same age limit as for contract issue (but not within 3 years of the annuity date) and subject to a maximum aggregate purchase payment of \$1,000,000 per contract. The contract, with the submitted schedule attached, has two asset-based charges (a mortality & expense risk charge and an administrative charge used in determining each sub-account's daily accumulation unit value), an up-front sales charge based on purchase payments, a contract maintenance fee, and a transfer fee, all described on the schedule.

The contract components in this filing differ from corresponding components in the concurrent filing referenced above as follows:

>>> Cover: The cover in this filing does not refer to surrender charges being waived; the concurrent filing's cover does.
>>> Body: The body pages in this filing contain several references to "net" purchase payments and a "sales charge" (in the "Definitions" and "Purchase Payments" sections and in the "Variable Account Value" provision); the concurrent filing's body pages do not.
>>> Schedule: The "Sales Charge" section in this filing's schedule replaces the "Premium Based Fee", "Surrender Charge", and "Free Withdrawal Amount" sections in the concurrent filing's schedule.
>>> Guaranteed Account Endorsement: The endorsement in this filing refers throughout to "Net Purchase Payments"; the endorsement in the concurrent filing refers throughout to "Purchase Payments".

<i>SERFF Tracking Number:</i>	<i>PRTA-127616352</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Protective Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>49730</i>
<i>Company Tracking Number:</i>	<i>VDA2006A-LAURA</i>		
<i>TOI:</i>	<i>A03I Individual Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>SG-VDA-P-2006A</i>		
<i>Project Name/Number:</i>	<i>SG-VDA-P-2006A/SG-VDA-P-2006A</i>		

READABILITY AND FORMAT INFORMATION

The submitted forms are for use solely with federally registered securities (variable annuities) that are subject to federal jurisdiction, so they are exempt from state readability requirements and the Flesch score requirements do not apply. The submitted forms have been created using a font size of 10 point or greater (slightly smaller for some text on specification pages, schedules, and/or tables). The forms are in final laser print format, subject only to minor modification in paper size, stock, ink, type face (but not font size), border, company logo and adaptation to computer printing, and subject to variable information as bracketed.

SUPPORTING DOCUMENTATION AND FEE INFORMATION

The filing includes, as Supporting Documentation schedule items:

>>> the Statement of Variability;
 >>> the Actuarial Memorandum (with demonstrations); and
 >>> redline comparison documents showing the differences between the submitted contract component forms and corresponding forms in the concurrent filing referenced above.

CONTACT INFORMATION

If you are in need of further information to complete the review of this filing, I can be contacted via SERFF Notes, email at Laura.Jackson@protective.com or tollfree at 1-800-866-3555 ext. 7288.

Company and Contact

Filing Contact Information

Laura Jackson, Senior Policy Contract Filing Analyst	laura.jackson@protective.com
2801 Highway 280 South	800-866-3555 [Phone] 7288 [Ext]
Birmingham, AL 35223	205-268-3401 [FAX]

Filing Company Information

Protective Life Insurance Company	CoCode: 68136	State of Domicile: Tennessee
2801 Highway 280	Group Code: 458	Company Type:
Birmingham, AL 35223	Group Name:	State ID Number:
(800) 866-3555 ext. [Phone]	FEIN Number: 63-0169720	

Filing Fees

<i>SERFF Tracking Number:</i>	<i>PRTA-127616352</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Protective Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>49730</i>
<i>Company Tracking Number:</i>	<i>VDA2006A-LAURA</i>		
<i>TOI:</i>	<i>A03I Individual Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>SG-VDA-P-2006A</i>		
<i>Project Name/Number:</i>	<i>SG-VDA-P-2006A/SG-VDA-P-2006A</i>		

Fee Required?	Yes
Fee Amount:	\$200.00
Retaliatory?	No
Fee Explanation:	\$50 per form x 4 forms = \$200
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Protective Life Insurance Company	\$200.00	09/07/2011	51304197

SERFF Tracking Number:	PRTA-127616352	State:	Arkansas
Filing Company:	Protective Life Insurance Company	State Tracking Number:	49730
Company Tracking Number:	VDA2006A-LAURA		
TOI:	A03I Individual Annuities - Deferred Variable	Sub-TOI:	A03I.002 Flexible Premium
Product Name:	SG-VDA-P-2006A		
Project Name/Number:	SG-VDA-P-2006A/SG-VDA-P-2006A		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	03/19/2012	03/19/2012
Approved-Closed	Linda Bird	02/24/2012	02/24/2012
Approved-Closed	Linda Bird	09/14/2011	09/14/2011

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	09/13/2011	09/13/2011	Laura Jackson	09/13/2011	09/13/2011

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Schedule (Insert Pages for Contract)	Laura Jackson	03/16/2012	03/16/2012
Supporting Document	Life & Annuity - Actuarial Memo	Laura Jackson	03/16/2012	03/16/2012
Supporting Document	Redline Compare for Corrections	Laura Jackson	03/16/2012	03/16/2012
Form	Schedule (Insert Pages for Contract)	Laura Jackson	02/22/2012	02/22/2012
Supporting Document	Redline Compare A-Share Schedules - Original to Corrected	Laura Jackson	02/22/2012	02/22/2012

SERFF Tracking Number: PRTA-127616352 State: Arkansas
Filing Company: Protective Life Insurance Company State Tracking Number: 49730
Company Tracking Number: VDA2006A-LAURA
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: SG-VDA-P-2006A
Project Name/Number: SG-VDA-P-2006A/SG-VDA-P-2006A

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Please reopen filing for correction	Note To Filer	Linda Bird	03/16/2012	03/16/2012
Please Reopen Filing for Corrections	Note To Reviewer	Laura Jackson	03/16/2012	03/16/2012
Request to re-open filing	Note To Filer	Linda Bird	02/22/2012	02/22/2012
Subject: Please Reopen Filing to Correct Contract Schedule	Note To Reviewer	Laura Jackson	02/22/2012	02/22/2012

<i>SERFF Tracking Number:</i>	<i>PRTA-127616352</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Protective Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>49730</i>
<i>Company Tracking Number:</i>	<i>VDA2006A-LAURA</i>		
<i>TOI:</i>	<i>A03I Individual Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>SG-VDA-P-2006A</i>		
<i>Project Name/Number:</i>	<i>SG-VDA-P-2006A/SG-VDA-P-2006A</i>		

Disposition

Disposition Date: 03/19/2012

Implementation Date:

Status: Approved-Closed

Comment:

Amendment to correct Schedule form SG-VDB-P-2006SA-01 and AM Narrative.

Rate data does NOT apply to filing.

SERFF Tracking Number: PRTA-127616352 State: Arkansas
Filing Company: Protective Life Insurance Company State Tracking Number: 49730
Company Tracking Number: VDA2006A-LAURA
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: SG-VDA-P-2006A
Project Name/Number: SG-VDA-P-2006A/SG-VDA-P-2006A

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document (revised)	Life & Annuity - Acturial Memo		No
Supporting Document	Life & Annuity - Acturial Memo	Replaced	No
Supporting Document	Statement of Variability		Yes
Supporting Document	Redline Comparisons - Forms Submitted in Concurrent Filing		Yes
Supporting Document	Variable Annuity Compliance Certification		Yes
Supporting Document (revised)	Redline Compare for Corrections		Yes
Supporting Document	Redline Compare A-Share Schedules - Original to Corrected	Replaced	Yes
Form	Individual Flexible Premium Deferred Variable Annuity Contract (Cover & TOC)		Yes
Form	Individual Flexible Premium Deferred Variable Annuity Contract (Body)		Yes
Form (revised)	Schedule (Insert Pages for Contract)		Yes
Form	Schedule (Insert Pages for Contract)	Replaced	Yes
Form	Schedule (Insert Pages for Contract)	Replaced	Yes
Form	Guaranteed Account Endmt with Fixed Account and DCA Accounts		Yes

<i>SERFF Tracking Number:</i>	<i>PRTA-127616352</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Protective Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>49730</i>
<i>Company Tracking Number:</i>	<i>VDA2006A-LAURA</i>		
<i>TOI:</i>	<i>A03I Individual Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>SG-VDA-P-2006A</i>		
<i>Project Name/Number:</i>	<i>SG-VDA-P-2006A/SG-VDA-P-2006A</i>		

Disposition

Disposition Date: 02/24/2012

Implementation Date:

Status: Approved-Closed

Comment: Correction made to schedule form number SG-VDA-P-2006SA-01.

Rate data does NOT apply to filing.

SERFF Tracking Number: PRTA-127616352 State: Arkansas
Filing Company: Protective Life Insurance Company State Tracking Number: 49730
Company Tracking Number: VDA2006A-LAURA
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: SG-VDA-P-2006A
Project Name/Number: SG-VDA-P-2006A/SG-VDA-P-2006A

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document (revised)	Life & Annuity - Acturial Memo		No
Supporting Document	Life & Annuity - Acturial Memo	Replaced	No
Supporting Document	Statement of Variability		Yes
Supporting Document	Redline Comparisons - Forms Submitted in Concurrent Filing		Yes
Supporting Document	Variable Annuity Compliance Certification		Yes
Supporting Document (revised)	Redline Compare for Corrections		Yes
Supporting Document	Redline Compare A-Share Schedules - Original to Corrected	Replaced	Yes
Form	Individual Flexible Premium Deferred Variable Annuity Contract (Cover & TOC)		Yes
Form	Individual Flexible Premium Deferred Variable Annuity Contract (Body)		Yes
Form (revised)	Schedule (Insert Pages for Contract)		Yes
Form	Schedule (Insert Pages for Contract)	Replaced	Yes
Form	Schedule (Insert Pages for Contract)	Replaced	Yes
Form	Guaranteed Account Endmt with Fixed Account and DCA Accounts		Yes

<i>SERFF Tracking Number:</i>	<i>PRTA-127616352</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Protective Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>49730</i>
<i>Company Tracking Number:</i>	<i>VDA2006A-LAURA</i>		
<i>TOI:</i>	<i>A03I Individual Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>SG-VDA-P-2006A</i>		
<i>Project Name/Number:</i>	<i>SG-VDA-P-2006A/SG-VDA-P-2006A</i>		

Disposition

Disposition Date: 09/14/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PRTA-127616352 State: Arkansas
Filing Company: Protective Life Insurance Company State Tracking Number: 49730
Company Tracking Number: VDA2006A-LAURA
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: SG-VDA-P-2006A
Project Name/Number: SG-VDA-P-2006A/SG-VDA-P-2006A

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document (revised)	Life & Annuity - Acturial Memo		No
Supporting Document	Life & Annuity - Acturial Memo	Replaced	No
Supporting Document	Statement of Variability		Yes
Supporting Document	Redline Comparisons - Forms Submitted in Concurrent Filing		Yes
Supporting Document	Variable Annuity Compliance Certification		Yes
Supporting Document (revised)	Redline Compare for Corrections		Yes
Supporting Document	Redline Compare A-Share Schedules - Original to Corrected	Replaced	Yes
Form	Individual Flexible Premium Deferred Variable Annuity Contract (Cover & TOC)		Yes
Form	Individual Flexible Premium Deferred Variable Annuity Contract (Body)		Yes
Form (revised)	Schedule (Insert Pages for Contract)		Yes
Form	Schedule (Insert Pages for Contract)	Replaced	Yes
Form	Schedule (Insert Pages for Contract)	Replaced	Yes
Form	Guaranteed Account Endmt with Fixed Account and DCA Accounts		Yes

SERFF Tracking Number: PRTA-127616352 *State:* Arkansas
Filing Company: Protective Life Insurance Company *State Tracking Number:* 49730
Company Tracking Number: VDA2006A-LAURA
TOI: A03I Individual Annuities - Deferred Variable *Sub-TOI:* A03I.002 Flexible Premium
Product Name: SG-VDA-P-2006A
Project Name/Number: SG-VDA-P-2006A/SG-VDA-P-2006A

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 09/13/2011
Submitted Date 09/13/2011
Respond By Date 10/13/2011

Dear Laura Jackson,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment: Filings of variable annuity contracts should be accompanied by an assurance that Regulation 6 has been reviewed and that the company is in compliance.

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

SERFF Tracking Number: PRTA-127616352 State: Arkansas
Filing Company: Protective Life Insurance Company State Tracking Number: 49730
Company Tracking Number: VDA2006A-LAURA
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: SG-VDA-P-2006A
Project Name/Number: SG-VDA-P-2006A/SG-VDA-P-2006A

Response Letter

Response Letter Status Submitted to State
Response Letter Date 09/13/2011
Submitted Date 09/13/2011

Dear Linda Bird,

Comments:

Thank you for your time in the initial review of this filing.

Response 1

Comments: The requested variable annuity compliance certification is attached.

Related Objection 1

Comment:

Filings of variable annuity contracts should be accompanied by an assurance that Regulation 6 has been reviewed and that the company is in compliance.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Variable Annuity Compliance Certification

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

If you have any questions or need additional information as you complete your review, please contact me via SERFF, email laura.jackson@protective.com, or toll-free phone 1-800-866-3555 x7288.

Sincerely,
Laura Jackson

SERFF Tracking Number: PRTA-127616352 State: Arkansas
 Filing Company: Protective Life Insurance Company State Tracking Number: 49730
 Company Tracking Number: VDA2006A-LAURA
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: SG-VDA-P-2006A
 Project Name/Number: SG-VDA-P-2006A/SG-VDA-P-2006A

Amendment Letter

Submitted Date: 03/16/2012

Comments:

RE: Amendment to Correct Schedule and AM Narrative

Pursuant to my March 16 conversation with Linda Bird, we are amending this filing to correct approved schedule form SG-VDA-P-2006SA-01, which has not yet been implemented. We are retaining the originally-approved form number. The correction is to change the sales charge for the \$500,000 – \$1,000,000 tier from 1.75% to 2.00%.

We are also correcting the narrative description for the sales charge in the actuarial memorandum to reflect the above correction as well as the recent schedule correction to base the sales charge tier for a given purchase payment not on that purchase payment plus the contract value, but on that purchase payment plus the greater of either the contract value or all prior purchase payments less prior withdrawals. This correction affects only the narrative description for the sales charge, not any of the actuarial demonstrations.

We are providing the corrected schedule as a revised Form Schedule item and the corrected actuarial memorandum as a revised Supporting Document item. We are providing redline comparisons showing differences from the prior approved materials as a revised Supporting Document item.

If you have any questions or need additional information to process this amendment, please contact Laura Jackson via SERFF, email Laura.Jackson@protective.com or tollfree phone 1-800-866-3555 ext. 7288.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
SG-VDA-P-2006SA-01	Schedule Pages	Schedule (Insert Pages for Contract)	Initial				0.000	SG-VDA-P-2006SA-01 schedule A-share corr 2.pdf

Supporting Document Schedule Item Changes:

SERFF Tracking Number: *PRTA-127616352* *State:* *Arkansas*
Filing Company: *Protective Life Insurance Company* *State Tracking Number:* *49730*
Company Tracking Number: *VDA2006A-LAURA*
TOI: *A03I Individual Annuities - Deferred Variable* *Sub-TOI:* *A03I.002 Flexible Premium*
Product Name: *SG-VDA-P-2006A*
Project Name/Number: *SG-VDA-P-2006A/SG-VDA-P-2006A*

Satisfied -Name: Life & Annuity - Actuarial Memo

Comment:

SG AM VDA A-Share (w sched corr 2) w demos - signed.pdf

User Added -Name: Redline Compare for Corrections

Comment: (1) Compare A-Share Schedules: Orig to Corr 1 (same as "Previous Version" below)

(2) Compare A-Share Schedules: Corr 1 to Corr 2

(3) Compare A-Share Actuarial Memos: Orig to Corr 1&2

SG Compare Schedules A-Share to A-Share corr.pdf

Compare SG A-Share Schedules (corr 1 to corr 2).pdf

Compare SG AMs Orig Apprd to Both Sched Corrs.pdf

SERFF Tracking Number: *PRTA-127616352* *State:* *Arkansas*
Filing Company: *Protective Life Insurance Company* *State Tracking Number:* *49730*
Company Tracking Number: *VDA2006A-LAURA*
TOI: *A03I Individual Annuities - Deferred Variable* *Sub-TOI:* *A03I.002 Flexible Premium*
Product Name: *SG-VDA-P-2006A*
Project Name/Number: *SG-VDA-P-2006A/SG-VDA-P-2006A*

Note To Filer

Created By:

Linda Bird on 03/16/2012 11:41 AM

Last Edited By:

Linda Bird

Submitted On:

03/16/2012 11:41 AM

Subject:

Please reopen filing for correction

Comments:

Filing has been re-opened in order for correction to be made.

SERFF Tracking Number: PRTA-127616352 State: Arkansas
Filing Company: Protective Life Insurance Company State Tracking Number: 49730
Company Tracking Number: VDA2006A-LAURA
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: SG-VDA-P-2006A
Project Name/Number: SG-VDA-P-2006A/SG-VDA-P-2006A

Note To Reviewer

Created By:

Laura Jackson on 03/16/2012 11:20 AM

Last Edited By:

Laura Jackson

Submitted On:

03/16/2012 11:21 AM

Subject:

Please Reopen Filing for Corrections

Comments:

Pursuant to my March 16 conversation with Linda Bird, please reopen this filing so that we may amend it by correcting the sales charge for the \$500K-\$1M tier (to be 2.00% not 1.75%) on approved schedule form SG-VDA-P-2006SA-01, which has not yet been implemented. We will also correct the actuarial memorandum to reflect, in its narrative section, the correct sales charge description (actuarial demos are NOT impacted). Thank you.

If you have any questions about this request, please contact Laura Jackson via SERFF, email Laura.Jackson@protective.com, or toll-free phone 1-800-866-3555 ext. 7288.

SERFF Tracking Number: PRTA-127616352 State: Arkansas
Filing Company: Protective Life Insurance Company State Tracking Number: 49730
Company Tracking Number: VDA2006A-LAURA
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: SG-VDA-P-2006A
Project Name/Number: SG-VDA-P-2006A/SG-VDA-P-2006A

Amendment Letter

Submitted Date: 02/22/2012

Comments:

RE: Amendment to Correct Schedule

Pursuant to my conversation with Linda Bird on 02/22/2012, we are amending this filing to correct originally-approved schedule form SG-VDA-P-2006SA-01, which has not yet been implemented. We are retaining the originally-approved form number. The correction is to one sentence and a table heading on schedule page B, in order to have the sales charge tier for a given purchase payment based not on that purchase payment plus the contract value, but on that purchase payment plus the greater of either the contract value or all prior purchase payments less prior withdrawals. Since a higher sales charge tier corresponds to a lower sales charge percentage, the corrected sales charge structure is at least as favorable, and may be more favorable, to the owner than the sales charge structure as originally approved.

We are providing the corrected schedule as a revised Form Schedule item, with a redline comparison showing differences from the originally-approved schedule as a new Supporting Document item.

If you have any questions or need additional information to process this amendment, please contact Laura Jackson via SERFF, email Laura.Jackson@protective.com or tollfree phone 1-800-866-3555 ext. 7288.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
SG-VDA-P-2006SA-01	Schedule Pages	Schedule (Insert Pages for Contract)	Initial				0.000	SG-VDA-P-2006SA-01 schedule A-share corr.pdf

Supporting Document Schedule Item Changes:

User Added -Name: Redline Compare A-Share Schedules - Original to Corrected

Comment:

SG Compare Schedules A-Share to A-Share corr.pdf

SERFF Tracking Number: *PRTA-127616352* *State:* *Arkansas*
Filing Company: *Protective Life Insurance Company* *State Tracking Number:* *49730*
Company Tracking Number: *VDA2006A-LAURA*
TOI: *A03I Individual Annuities - Deferred Variable* *Sub-TOI:* *A03I.002 Flexible Premium*
Product Name: *SG-VDA-P-2006A*
Project Name/Number: *SG-VDA-P-2006A/SG-VDA-P-2006A*

Note To Filer

Created By:

Linda Bird on 02/22/2012 11:27 AM

Last Edited By:

Linda Bird

Submitted On:

02/22/2012 11:27 AM

Subject:

Request to re-open filing

Comments:

Filing has been re-opened in order for corrections to be made.

SERFF Tracking Number: *PRTA-127616352* *State:* *Arkansas*
Filing Company: *Protective Life Insurance Company* *State Tracking Number:* *49730*
Company Tracking Number: *VDA2006A-LAURA*
TOI: *A03I Individual Annuities - Deferred Variable* *Sub-TOI:* *A03I.002 Flexible Premium*
Product Name: *SG-VDA-P-2006A*
Project Name/Number: *SG-VDA-P-2006A/SG-VDA-P-2006A*

Note To Reviewer

Created By:

Laura Jackson on 02/22/2012 11:11 AM

Last Edited By:

Laura Jackson

Submitted On:

02/22/2012 11:11 AM

Subject:

Subject: Please Reopen Filing to Correct Contract Schedule

Comments:

Pursuant to my conversation with Linda Bird on 02/22/2012, please reopen this filing so that we may amend it by correcting one sentence and a table heading on originally-approved schedule form SG-VDA-P-2006SA-01, which has not yet been implemented. Thank you.

If you have any questions about this request, please contact Laura Jackson via SERFF, email Laura.Jackson@protective.com, or toll-free phone 1-800-866-3555 ext. 7288.

SERFF Tracking Number: PRTA-127616352 State: Arkansas

Filing Company: Protective Life Insurance Company State Tracking Number: 49730

Company Tracking Number: VDA2006A-LAURA

TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium

Product Name: SG-VDA-P-2006A

Project Name/Number: SG-VDA-P-2006A/SG-VDA-P-2006A

Form Schedule

Lead Form Number: SG-VDA-P-2006A

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	SG-VDA-P-2006C-WX	Policy Jacket	Individual Flexible Premium Deferred Variable Annuity Contract (Cover & TOC)	Initial		0.000	SG-VDA-P-2006C-WX contract cover no waiver.pdf
	SG-VDA-P-2006A	Policy/Contract/Fraternity Certificate	Individual Flexible Premium Deferred Variable Annuity Contract (Body)	Initial		0.000	SG-VDA-P-2006A contract body A-share.pdf
	SG-VDA-P-2006SA-01	Schedule Pages	Schedule (Insert Pages for Contract)	Initial		0.000	SG-VDA-P-2006SA-01 schedule A-share corr 2.pdf
	SG-VDA-P-5014A	Policy/Contract/Fraternity Certificate: Amendment, Insert Page, Endorsement or Rider	Guaranteed Account Endmt with Fixed Account and DCA Accounts	Initial		0.000	SG-VDA-P-5014A endmt gteed acct A-share.pdf



**INDIVIDUAL FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY CONTRACT
(Non-Participating)**

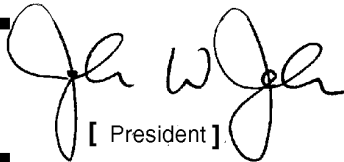
Protective Life Insurance Company agrees to provide the benefits described in this Contract. The Contract alone governs the rights of the parties.


THIS IS A VARIABLE ANNUITY CONTRACT

WHEN THE CONTRACT VALUE IS ALLOCATED TO THE VARIABLE ACCOUNT, AMOUNTS AVAILABLE UNDER THIS CONTRACT, INCLUDING THE CONTRACT VALUE, DEATH BENEFIT AND THE ANNUITY INCOME PAYMENTS, ARE VARIABLE. THEY WILL INCREASE OR DECREASE BASED ON THE INVESTMENT EXPERIENCE OF THE FUNDS IN WHICH THE APPLICABLE SUB-ACCOUNTS INVEST. THERE IS NO MINIMUM GUARANTEED VALUE FOR AMOUNTS ALLOCATED TO THE VARIABLE ACCOUNT.

RIGHT TO CANCEL

YOU HAVE THE RIGHT TO RETURN THIS CONTRACT. You may cancel this Contract within [10] days after you receive it by returning it to our administrative office, or to the agent who sold it to you, with a written request for cancellation. If you return it by mail, effective date of the cancellation will be determined by the postmark date on the properly addressed and postage-paid return package. We will promptly return the Contract Value plus any amounts deducted from your Purchase Payments before they were applied to this Contract. The amount returned may be more or less than your Purchase Payments.

 [President]

 [Secretary]

THIS IS A LEGALLY BINDING CONTRACT - READ IT CAREFULLY

Administrative Office:

PROTECTIVE LIFE INSURANCE COMPANY

[www.Protective.com]

[2801 Highway 280 South, Birmingham, Alabama 35223

P. O. Box 1928, Birmingham, Alabama 35282-8238

(800) 456-6330]

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THIS IS A PLACEHOLDER FOR THE SCHEDULE INSERT.

THIS IS A PLACEHOLDER FOR THE CONTRACT BODY INSERT.

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Will be needed in production only if necessary to force
"back page" text to the reverse in a two-sided print process.



**INDIVIDUAL FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY CONTRACT
(Non-Participating)**

THIS IS A LEGALLY BINDING CONTRACT - READ IT CAREFULLY

Administrative Office:
PROTECTIVE LIFE INSURANCE COMPANY
[www.protective.com]
[2801 Highway 280 South, Birmingham, Alabama 35223
P. O. Box 1928, Birmingham, Alabama 35282-8238
(800) 456-6330]

DEFINITIONS

Accumulation Unit: A unit of measure used to calculate the value of a Sub-Account prior to the Annuity Date.

Age: On a person's birthday, the age (in years) attained by the person on that day. On any other day, the person's age as of her or his last birthday.

Annuity Date: The date as of which the Contract Value, less any applicable premium tax, is applied to an Annuity Option.

Annuity Option: The payout option pursuant to which the Company makes annuity income payments.

Annuity Unit: A unit of measure used to calculate the amount of the variable income payments.

Contract Anniversary: The same month and day as the Issue Date each calendar year.

Contract Value: The Variable Account value attributable to this Contract on, or prior to the Annuity Date.

Contract Year: Any period of 12 months commencing with the Issue Date or any Contract Anniversary.

Fund: Any investment portfolio in which a corresponding Sub-Account invests.

Investment Option: Any account to which Net Purchase Payments may be allocated or Contract Value transferred under the Contract.

Issue Date: The date as of which the initial Net Purchase Payment is credited to the Contract and the date the Contract takes effect. It is shown on the Schedule.

Net Purchase Payment: The Purchase Payment less the sales charge as shown on the Schedule and any applicable premium tax.

Purchase Payment: Amounts paid by the Owner and accepted by the Company as consideration for the Contract.

Sub-Account: A separate division of the Variable Account.

Surrender Value: The amount we pay in response to a request for a withdrawal or surrender.

Valuation Day: Each day on which the New York Stock Exchange is open for business.

Valuation Period: The period which begins at the close of regular trading on the New York Stock Exchange on any Valuation Day and ends at the close of regular trading on the next Valuation Day.

Variable Account: The Protective Variable Annuity Separate Account, a separate investment account of Protective Life.

PARTIES TO THE CONTRACT

Company – Protective Life Insurance Company, also referred to as "Protective Life", "the Company", "we", "us" and "our".

Owner – The person or persons who own the Contract and are entitled to exercise all rights and privileges provided in the Contract. A Contract may be issued to no more than two Owners. Individuals as well as non-natural persons, such as corporations or trusts, may be Owners. The Owner is referred to as "you" and "your". If any Owner is not an individual:

- 1) the Annuitant's Age, birthday or death will be used when Contract provisions refer to an Owner's Age, birthday or death; and
- 2) the Annuitant may exercise an Owner's contractual rights and privileges when permitted by the Owner or required by the Internal Revenue Code.

Change of Owner – You may instruct us to change the Owner provided:

- 1) the new Owner's Age on the Issue Date would not have prevented her or his purchase of this Contract on that date;
- 2) the new Owner's Age on the date any attached optional benefit rider took effect would not have prevented her or his purchase of that optional benefit rider on that date; and
- 3) the Maximum Annuity Date after the change of Owner is on or after the Annuity Date in effect when the change of Owner is requested.

See the Schedule and application for information about purchase age and annuity date limitations.

Beneficiary – The person or persons who may receive the benefits of this Contract upon the death of an Owner.

Primary – The Primary Beneficiary is the surviving Owner, if any. If there is no surviving Owner, the Primary Beneficiary is the person or persons designated by the Owner and named in our records.

Contingent – The Contingent Beneficiary is the person or persons designated by the Owner and named in our records to be Beneficiary if the Primary Beneficiary is not living.

If no Beneficiary designation is in effect or if no Beneficiary is living at the time of an Owner's death, the Beneficiary will be the estate of the deceased Owner. If an Owner dies on or after the Annuity Date, the Beneficiary will become the new Owner.

Change of Beneficiary – Unless designated irrevocably, you may instruct us to change the Beneficiary prior to the death of any Owner. An irrevocable Beneficiary is one whose written consent is needed before you can change the Beneficiary designation or exercise certain other rights.

Annuitant – The person on whose life annuity income payments may be based. Owner 1 is the Annuitant unless you designate another person as the Annuitant.

Change of Annuitant – You may instruct us to change the Annuitant prior to the Annuity Date provided:

- 1) the new Annuitant's Age on the Issue Date would not have prevented her or his designation as Annuitant on that date;
- 2) the new Annuitant's Age on the date any attached optional benefit rider took effect would not have prevented her or his designation as Annuitant on that date; and
- 3) the Maximum Annuity Date after the change of Annuitant is on or after the Annuity Date in effect when the change of Annuitant is requested.

See the Schedule and application for information about purchase age and annuity date limitations. If any Owner is not an individual the Annuitant may not be changed.

Payee – The person or persons designated by the Owner to receive the annuity income payments under the Contract. The Annuitant is the Payee unless you designate another party as the Payee. You may change the Payee at any time.

GENERAL PROVISIONS

Entire Contract – This Contract and its attachments, including a copy of your application and any riders, endorsements and amendments, constitute the entire agreement between you and us. Statements in the application are considered representations and not warranties.

Modification of the Contract – No one is authorized to modify or waive any term or provision of this Contract unless we agree to the modification or waiver in writing and it is signed by our President, Vice-President or Secretary. We reserve the right to change or modify the provisions of this Contract to conform to any applicable laws, rules or regulations issued by a government agency or to assure continued qualification of the Contract as an annuity contract under the Internal Revenue Code. We will obtain all necessary regulatory approvals and will send you a copy of the endorsement that modifies the Contract.

Non-Participating – This Contract does not share in our surplus or profits, or pay dividends.

Incontestability – We will not contest this Contract after it is issued.

Application of Law – The provisions of the Contract are to be interpreted in accordance with the Internal Revenue Code and the laws of the state where the Contract is delivered.

Form Approval – This Contract was approved by the Insurance Regulatory authority of the state where it is delivered, and its provisions conform to the requirements of that state.

Assignment – You have the right to assign your interest in this Contract. We do not assume responsibility for the assignment. Any claim made while the Contract is assigned is subject to proof of the nature and extent of the assignee's interest prior to payment.

Protection of Proceeds – To the extent permitted by law and except as provided by an assignment, no benefits payable under this Contract will be subject to the claims of creditors.

Minimum Values – Values available under the Contract, including any paid-up annuity, withdrawal and death benefit, are at least equal to the minimum required in the state where the Contract is delivered.

Reports – At least annually prior to the Annuity Date, we will prepare a statement showing: the amount and derivation of the Contract and Surrender Values as of the statement beginning and end dates; information for the statement period regarding the value of the death benefit; a reconciliation of all transactions that occurred during the statement period; and, any other information required by law. We will send it to you, at the address contained in our records, not more than 31 days after the statement end date. Additional statements are available upon request at no charge.

Error in Age or Gender – When a Contract benefit, or any charge or fee is contingent upon any person's age or gender, we may require proof of such. We may suspend any payment due until proof is provided. When we receive satisfactory proof, we will make the payments that became due during the period of suspension.

If after proof of age and gender is provided, it is determined that the previous information you furnished was not correct, we will adjust the benefits, charges, or fees to those that would result based upon the correct information. If we have underpaid a benefit because of the error, we will make up the underpayment in a lump sum. If the error resulted in an overpayment, we will deduct the amount of the overpayment from the Contract Value or from any current or future payment due under the Contract. Underpayments and overpayments will bear interest at an annual effective interest rate of 3%.

Where the use of unisex mortality rates is required, we will not make any determination or adjustment based upon gender.

Settlement – Benefits due under this Contract are payable from our administrative office and may be applied to any option we offer for such payments at the time the election is made. Unless directed otherwise, we will make payments according to the instructions contained in our records at the time the payment is made. We shall be discharged from all liability for payment to the extent of any payments we make.

Receipt of Payment – If any Owner, Annuitant, Beneficiary or Payee is incapable of giving a valid receipt for any payment, we may make such payment to whomever has legally assumed her or his care and principal support. Any such payment shall fully discharge us to the extent of that payment.

Premium Tax – Premium tax will be deducted, if applicable. Premium tax may be deducted from a Purchase Payment when accepted, from the Surrender Value, from the death benefit, or from amounts applied to an Annuity Option.

Written Notice – All instructions regarding the Contract, and all requests to change or assign it, must be by Written Notice: a request or instruction submitted in writing in a form satisfactory to us and received at our administrative office. The Written Notice is effective as of the date it was signed. However, we are not responsible for following any instruction or making any change or assignment before we actually receive the Written Notice.

PURCHASE PAYMENTS

Purchase Payments – Purchase Payments are payable at our administrative office. They shall be made by check payable to the Company or by any other method we allow. Specific Purchase Payment limitations are shown on the Schedule. We reserve the right not to accept any Purchase Payment. You are not required to make any additional Purchase Payments.

Allocation of Purchase Payments – We deduct sales charges as shown on the Schedule, and any applicable premium tax, from Purchase Payments before allocation, at the time we accept them at our administrative office. We allocate the resulting Net Purchase Payments to the Investment Options according to the instructions contained in our records at that time. Your initial allocation instructions are on the application. You may change your allocation instructions at any time. Allocations must be made in whole percentages.

VARIABLE ACCOUNT

General Description – The variable benefits under the Contract are provided through the Protective Variable Annuity Separate Account (the "Variable Account"), which is registered with the Securities and Exchange Commission as a unit investment trust under the Investment Company Act of 1940. We own the assets in the Variable Account. The portion of the assets of the Variable Account equal to the reserves and other contract liabilities with respect to the Variable Account cannot be charged with the liabilities arising out of any other business we may conduct. The income, gains and losses, both realized and unrealized, from the assets of the Variable Account shall be credited to or charged against the Variable Account without regard to any other income, gains or losses of the Company. We have the right to transfer to our general account any assets of the Variable Account that are in excess of such reserves and other liabilities.

Sub-Accounts of the Variable Account – The Variable Account is divided into a series of Sub-Accounts. The Sub-Accounts available when you purchased the Contract are listed on the Schedule. Each Sub-Account invests in shares of a corresponding Fund. The income, dividends, and gains, if any, distributed from the shares of a Fund will be reinvested by purchasing additional shares of that Fund at its net asset value.

When permitted by law, we may:

- 1) create new variable accounts;
- 2) combine variable accounts, including the Variable Account;
- 3) add new Sub-Accounts to, or remove existing Sub-Accounts from the Variable Account, or combine Sub-Accounts;
- 4) make new Sub-Accounts or other Sub-Accounts available to such classes of the Contracts as we may determine;
- 5) add new Funds, or remove existing Funds;
- 6) substitute a different Fund for any existing Fund if shares of a Fund are no longer available for investment, or if we determine that investment in a Fund is no longer appropriate in light of the purposes of the Variable Account;
- 7) deregister the Variable Account under the Investment Company Act of 1940 if such registration is no longer required;

- 8) operate the Variable Account as a management investment company under the Investment Company Act of 1940 or as any other form permitted by law; and
- 9) make any changes to the Variable Account or its operations as may be required by the Investment Company Act of 1940 or other applicable law or regulations.

The values and benefits of this Contract provided by the Variable Account depend on the investment performance of the Funds in which the Sub-Accounts invest. We do not guarantee the investment performance of the Funds. You bear the full investment risk for amounts allocated or transferred to the Sub-Accounts.

We reserve the right to deduct taxes attributable to the operation of the Variable Account.

Variable Account Value – On or at any time prior to the Annuity Date, the Variable Account value is equal to:

- 1) Net Purchase Payments allocated to the Variable Account; plus
- 2) other amounts applied to the Variable Account; plus or minus
- 3) investment performance; minus
- 4) amounts deducted from the Variable Account to satisfy any withdrawal (or surrender) requests; minus
- 5) charges, fees and premium tax, if any, deducted from the Variable Account.

The Variable Account value equals the total of the Sub-Account values.

Amounts allocated to the Variable Account are used to purchase Accumulation Units of one or more Sub-Accounts. To calculate the value of a Sub-Account, we multiply the number of Accumulation Units attributable to each Sub-Account by the Accumulation Unit value for that Sub-Account as of the Valuation Period for which the value is being determined.

Events that will result in the cancellation of an appropriate number of Accumulation Units of a Sub-Account include, but are not limited to:

- 1) transfers from a Sub-Account;
- 2) a withdrawal or surrender;
- 3) payment of the death benefit;
- 4) application of the Contract Value to an Annuity Option;
- 5) deduction of charges, fees or premium tax, if any.

Accumulation Units will be canceled as of the end of the Valuation Period during which the transaction occurs.

Accumulation Unit Values – The Accumulation Unit value for each Sub-Account on any Valuation Day is determined by multiplying the Accumulation Unit value on the prior Valuation Day by the net investment factor for the Valuation Period. The net investment factor is used to measure the investment performance of a Sub-Account from one Valuation Period to the next. A net investment factor is determined for each Sub-Account for each Valuation Period. The net investment factor may be greater or less than one, so the value of an Accumulation Unit can increase or decrease.

Net Investment Factor – The net investment factor for any Sub-Account for any Valuation Period is determined as follows:

- 1) Start with the net asset value per share of the Fund held in the Sub-Account, determined at the end of the current Valuation Period. If the "ex-dividend" date occurs during the current Valuation Period, add the per-share amount of any dividend or capital gain distributions made by the Fund held in the Sub-Account.
- 2) Then divide the result in Item 1) by the net asset value per share of the Fund held in the Sub-Account, determined at the end of the most recent prior Valuation Period.
- 3) Last, subtract from the result in Item 2) a factor that represents both: a) the mortality and expense risk charge and the administration charge as shown on the Schedule for the number of days in the Valuation Period; and b) a charge or credit for any taxes attributed to the investment operations of the Sub-Account, as determined by the Company.

TRANSFERS

Transfers – Prior to the Annuity Date, you may instruct us to transfer amounts among the Investment Options. You must transfer at least \$100 or, if less, the entire amount in the Investment Option each time you make a transfer. If after the transfer the amount remaining in any of the Investment Options from which the transfer is made is less than \$100, we may transfer the entire amount instead of the requested amount. We may also limit the number of transfers per year. For each additional transfer over the limit during each Contract Year, we may charge a transfer fee. The transfer fee, if any, will be deducted from the amount being transferred. The yearly transfer limit and transfer fee are shown on the Schedule.

Limitation on Frequent Transfers – Frequent transfers, also known as "market timing", may indicate an effort to take unfair advantage of a possible lag between a change in value of the securities held by a Fund in which a Sub-Account invests and the reflection of that change in the Sub-Account's Accumulation Unit Value. We are required by law to monitor transactions in the Contract to prevent, to the extent possible, any such activity. Accordingly, we will not honor any transfer request that is determined by us or a Fund manager to constitute market timing.

Dollar Cost Averaging – Prior to the Annuity Date, you may instruct us to systematically and automatically transfer, on a monthly or quarterly basis, amounts from an Investment Option into one or more different Investment Options. Dollar cost averaging transfers can be made on the 1st through the 28th day of a month. We will continue dollar cost averaging transfers until the earlier of:

- 1) the value of the Investment Option from which the transfers are being made is \$0; or
- 2) you instruct us to discontinue the transfers.

Transfers made to facilitate dollar cost averaging will not count against the yearly transfer limit shown on the Schedule.

SURRENDERS AND WITHDRAWALS

Surrenders – You may surrender your Contract any time prior to the Annuity Date for its Surrender Value.

Withdrawals – You may request a withdrawal prior to the Annuity Date provided the amount requested is at least \$100 and the Contract Value immediately after the withdrawal is at least \$5,000.

Withdrawals will be deducted from the Investment Options on a pro-rata basis. Your request for a withdrawal must include all the information we need to complete the payment to you.

Surrender Value – The amount we pay in response to a withdrawal or surrender request is equal to:

- 1) the amount deducted from the Contract Value; minus,
- 2) any applicable charges, fees and premium tax.

Suspension or Delay in Payment of Surrender or Withdrawal – We may suspend or delay the date of payment of a surrender or withdrawal from the Variable Account for any period:

- 1) when the New York Stock Exchange is closed; or,
- 2) when trading on the New York Stock Exchange is restricted; or,
- 3) when an emergency exists (as determined by the Securities and Exchange Commission) as a result of which:
 - a) the disposal of securities in the Variable Account is not reasonably practical; or,
 - b) it is not reasonably practical to determine fairly the value of the net assets of the Variable Account; or,
- 4) when the Securities and Exchange Commission, by order, so permits for the protection of security holders.

DEATH BENEFIT

Death of an Owner – If an Owner dies before the Annuity Date while this Contract is in force, we will pay the death benefit to the Beneficiary. If an Owner dies on or after the Annuity Date, the Beneficiary will become the new Owner and remaining payments must be distributed at least as rapidly as under the Annuity Option in effect at the time of the Owner's death.

Death of the Annuitant – If the Annuitant is not an Owner and dies prior to the Annuity Date, Owner 1 will become the new Annuitant unless you designate otherwise. If any Owner is not an individual, we will treat the death of the Annuitant as the death of an Owner.

Death Benefit – The death benefit is the Contract Value, less any applicable premium tax, as of the end of the Valuation Period during which we receive due proof of death.

Only one death benefit is payable under this Contract, even though the Contract may, in some circumstances, continue beyond an Owner's death.

Payment of the Death Benefit – Unless an Owner has previously designated otherwise, the death benefit may be taken in one sum immediately and the Contract will terminate. If the death benefit is not taken in one sum immediately, the entire interest in the Contract must be distributed under one of the following options:

- 1) the entire interest must be distributed over the life of the Beneficiary, or over a period not extending beyond the life expectancy of the Beneficiary, with distribution beginning within one year of the deceased Owner's death; or
- 2) the entire interest must be distributed within 5 years of the deceased Owner's death.

If there is more than one Beneficiary, the foregoing provisions apply to each Beneficiary individually.

If the Beneficiary is the deceased Owner's spouse, the surviving spouse may elect, in lieu of receiving the death benefit, to continue the Contract and become the new Owner provided the deceased Owner's spouse meets all the requirements in the "Change of Owner" provision. The surviving spouse may then select a new Beneficiary. Upon the surviving spouse's death, the Beneficiary may take the death benefit in one sum immediately and the Contract will terminate. If not taken in one sum immediately, the death benefit must be distributed to the Beneficiary according to either paragraph 1) or 2), above.

We will pay the death benefit as soon as administratively possible after we receive a claim in good order and due proof of death. We pay interest on the death benefit only as required under applicable state law.

Notwithstanding any other Contract provision to the contrary, the entire "DEATH BENEFIT" section of this Contract shall be interpreted to comply with the requirements of §72(s) of the Internal Revenue Code. We will endorse this Contract as necessary to conform to regulatory requirements. We will obtain all necessary regulatory approvals and will send you a copy of the endorsement.

Suspension or Delay in Payment of Death Benefit – The date of payment of the death benefit from the Variable Account may be suspended or delayed under the circumstances described in the "Suspension or Delay in Payment of Surrender or Withdrawal" provision.

ANNUITY INCOME PAYMENTS

Annuity Date – When the Contract is issued, the Annuity Date is set to the Maximum Annuity Date as shown on the Schedule. The Owner may change the Annuity Date provided it is at least 3 years after the last Purchase Payment and not within 30 days of the date we receive the instruction. The Annuity Date may not be later than the Maximum Annuity Date without our consent.

If this Contract is in force on the Annuity Date, you may take the Contract Value as of the Valuation Period that includes the Annuity Date, less any applicable premium tax, in a lump sum or apply that amount to an Annuity Option you select and establish annuity income payments.

Annuity Income Payments – You may elect to receive fixed income payments, variable income payments, or a combination of both using the same Annuity Option and certain period.

Fixed Income Payments – Fixed income payments are periodic payments from the Company to the designated Payee, the amount of which is fixed and guaranteed by the Company. Fixed income payments are not in any way dependent upon the investment experience of the Variable Account.

Variable Income Payments – Variable income payments are periodic payments from the Company to the designated Payee, the amount of which varies from one payment to the next as a reflection of the net investment experience of the Sub-Account(s) you select to support the payments.

Using an Assumed Investment Return of 5% per year, we determine the dollar value of a variable income payment as of the Annuity Date. However, no payment is actually made on that date. We then allocate that dollar amount among the Sub-Accounts you selected to support your variable income payments. Based on the Annuity Unit values of the selected Sub-Accounts on that date, we determine the number of Annuity Units attributable to each Sub-Account. The number of Annuity Units attributable to each Sub-Account remains constant unless there is a transfer of Annuity Units between Sub-Accounts.

To calculate a variable income payment, we multiply the number of Annuity Units attributable to each Sub-Account by the Annuity Unit value for that Sub-Account as of the Valuation Period on which the payment is being determined. We then add the results of these Sub-Account calculations to determine the total variable income payment.

Variable income payments will not decrease if the annualized return over the duration separating the payments is at least equal to the 5% yearly Assumed Investment Return (described above) plus the sum of the Mortality & Expense Risk and Administration Charges shown on the Schedule.

Annuity Unit Values – The Annuity Unit value of each Sub-Account for any Valuation Period is equal to 1) multiplied by 2) divided by 3) where:

- 1) is the net investment factor (calculated as described in the "Net Investment Factor" provision) for the Valuation Period for which the Annuity Unit value is being calculated;
- 2) is the Annuity Unit value for the preceding Valuation Period; and
- 3) is a daily factor derived from the Assumed Investment Return multiplied by the number of days in the Valuation Period.

You may transfer Annuity Units between Sub-Accounts. This is done by converting Annuity Units of a Sub-Account into a dollar amount using the Annuity Unit value for that Sub-Account on the Valuation Period during which the transfer occurs and reconvert that dollar amount into the appropriate number of Annuity Units of another Sub-Account using its Annuity Unit value for the same Valuation Period. Thus, on the date of the transfer, the dollar amount of the portion of a variable income payment generated from the Annuity Units of either Sub-Account would be the same. For variable income payments, only one transfer between Sub-Accounts is allowed in any calendar month.

Transfers involving fixed income payments are not allowed.

Selection of Annuity Option – You may select an Annuity Option, or instruct us to change your selection, not later than one month before the Annuity Date.

If you have not previously selected an Annuity Option, we will begin annuity income payments one month after the Annuity Date. Those payments will be established by applying your Contract Value as of the Valuation Period that includes the Annuity Date, less any applicable premium tax, to monthly fixed income payments under Option B - Life Income with Payments for a 10-Year Certain Period.

Annuity Options – You may select from among the following Annuity Options.

OPTION A – PAYMENTS FOR A CERTAIN PERIOD: We will make income payments for the period you select from among those available at the time you make your selection. No certain period may be less than 10 years without our consent. Payments under this Annuity Option do not depend on the life of an Annuitant. Fixed income payments under Option A may not be surrendered, but you may surrender variable income payments under Option A.

OPTION B – LIFE INCOME WITH OR WITHOUT A CERTAIN PERIOD: Payments are based on the life of an Annuitant. We reserve the right to demand proof that the Annuitant is living prior to making any income payment.

If you include a certain period, we will make payments for the lifetime of the Annuitant, with payments guaranteed for the certain period you select. No certain period may be less than 10 years without our consent. Payments stop at the end of the selected certain period or when the Annuitant dies, whichever is later.

If no certain period is selected, no payment will be made after the death of the Annuitant regardless of how many, or whether any, annuity income payments have been made. If no certain period is selected and the Annuitant dies within one month of the Annuity Date but before any annuity income payment has been made, we will terminate this Contract and pay the Beneficiary the amount applied to the Annuity Option.

Neither fixed nor variable income payments under Option B may be surrendered.

ADDITIONAL OPTION: You may purchase any annuity option we offer on the date this option is elected.

Minimum Amounts – If your Contract Value as of the Valuation Period that includes the Annuity Date is less than \$5,000 we reserve the right to pay the Contract Value in one lump sum. If at any time your annuity income payments are less than \$20, we reserve the right to change their frequency to an interval that will result in a payment at least equal to that amount.

Guaranteed Purchase Rates – The guaranteed interest basis for fixed income payments, which is not applicable to variable income payments, is 1.00%. The mortality basis is 60% of the Annuity 2000 Mortality Table projected 9 years using the annual projection factors associated with the 1983 Individual Annuitant Mortality Table. One year will be deducted from the attained age of the Annuitant for every 3 completed years beyond the year 2009. Upon request, we will furnish you the guaranteed purchase rates for ages and periods not shown below. Annuity benefits available on the Annuity Date will not be less than those provided by the application of an equivalent amount to the purchase of a single premium immediate annuity contract offered by us on the Annuity Date to the same class of Annuitants for the same Annuity Option.

FIXED ANNUITY TABLES

These tables illustrate the minimum fixed monthly annuity payment rates for each \$1,000 applied.

OPTION A TABLE

Payments for a
Certain Period

OPTION B TABLE

Life Income with or without a
Certain Period

<u>Years</u>	<u>Monthly Payment</u>	<u>Age of Annuitant</u>	<u>Life Only</u>		<u>Life with 10 Year Certain Period</u>	
			<u>Male</u>	<u>Female</u>	<u>Male</u>	<u>Female</u>
10	8.76	60	2.99	2.75	2.97	2.74
15	5.98	65	3.44	3.14	3.40	3.12
20	4.60	70	4.05	3.67	3.94	3.61
25	3.77	75	4.85	4.40	4.62	4.27
30	3.21	80	5.95	5.44	5.43	5.10
		85	7.46	6.92	6.32	6.05
		90	9.52	8.98	7.19	6.99
		95	12.31	11.65	7.96	7.81

VARIABLE ANNUITY TABLES

These tables illustrate the monthly variable annuity payment rates for each \$1000 applied using the Assumed Investment Return. Payments will vary based on the investment experience of the Variable Account relative to the Assumed Investment Return and could be more or less than the payments shown.

OPTION A TABLE

Payments for a
Certain Period

OPTION B TABLE

Life Income with or without a
Certain Period

<u>Years</u>	<u>Monthly Payment</u>	<u>Age of Annuitant</u>	<u>Life Only</u>		<u>Life with 10 Year Certain Period</u>	
			<u>Male</u>	<u>Female</u>	<u>Male</u>	<u>Female</u>
10	10.55	60	5.36	5.10	5.31	5.07
15	7.85	65	5.80	5.46	5.70	5.41
20	6.54	70	6.41	5.98	6.21	5.88
25	5.78	75	7.24	6.73	6.84	6.49
30	5.30	80	8.39	7.81	7.59	7.27
		85	9.96	9.37	8.39	8.15
		90	12.08	11.53	9.16	8.98
		95	14.91	14.25	9.83	9.70

[PRODUCT A] SCHEDULE

CONTRACT NUMBER

[VA00000001]

ISSUE DATE

[February 1, 2012]

OWNER 1

[John Doe]

BIRTH DATE OF OWNER 1

[January 15, 1947]

OWNER 2

[None]

BIRTH DATE OF OWNER 2

[Not Applicable]

ANNUITANT

[John Doe]

BIRTH DATE OF ANNUITANT

[January 15, 1947]

BENEFICIARY

As contained in our records

ANNUITY DATE

[January 15, 2042]

PROTECTED LIFETIME INCOME OPTION

[*SecurePaySM FX*]

DEATH BENEFIT

[Maximum Anniversary Value]

AGENT

[Allen Agent]
[Brisk Financial Services]
[456 High Street]
[Anycity, Anystate 11111]
[987-654-3210]

INSURANCE REGULATORY AUTHORITY

[State Department of Insurance]
[Consumer Contact Phone #]
[Consumer Contact website or email address]

INITIAL PURCHASE PAYMENT

[\$100,000.00]

TAX-QUALIFIED STATUS

[Non-Qualified]

INTEREST RATES FOR THE GUARANTEED ACCOUNT

**Annual Effective Interest Rates for the
Guaranteed Account on the Issue Date:**

FIXED ACCOUNT – [1.25%]
DCA ACCOUNT 1 – [3.00%]
DCA ACCOUNT 2 – [6.00%]

**Non-Forfeiture Interest Rate (NFIR) for the
Guaranteed Account:**

[1.00%]

The Contract's NFIR for the Guaranteed Account was established on the Issue Date and will not change. It was determined by taking the 5-Year Constant Maturity Treasury Rate as of the January 31 prior to the May 1 – April 30 annual period during which the Contract was issued, subtracting 1.25%, and rounding the result to the nearest 0.05%. The NFIR cannot be less than 1.00% and will not be more than 3.00%. Interest rates declared by the Company for the Guaranteed Account will be at least equal to the Contract's NFIR.

[PRODUCT A] SCHEDULE, continued

CONTRACT LIMITATIONS, FEES, AND CHARGES

Maximum Issue Date:	We will not issue a Contract on or after the oldest Owner's or Annuitant's [86 th] birthday.
Maximum Annuity Date:	The oldest Owner's or Annuitant's [95 th] birthday.
Additional Purchase Payments:	Not permitted on or after the oldest Owner's or Annuitant's [86 th] birthday or within 3 years of the Annuity Date.
Minimum Additional Purchase Payment:	\$100.00
Maximum Aggregate Purchase Payments:	\$1,000,000.00
Mortality & Expense Risk Charge:	[0.75%] per year The Mortality & Expense Risk Charge was established on the Issue Date and will not change.
Administration Charge:	[0.10%] per year The Administration Charge was established on the Issue Date and will not change.
Transfer Fee for Transfers in Excess of Limit:	\$25 for each transfer in excess of 12 per Contract Year. The Transfer Fee was established on the Issue Date and will not change.

Contract Maintenance Fee: [\$35.00]
The Contract Maintenance Fee was established on the Issue Date and will not change. It is deducted prior to the Annuity Date on each Contract Anniversary, and on any day that the Contract is surrendered other than a Contract Anniversary. The Contract Maintenance Fee will be deducted from the Investment Options in the same proportion as their values are to the Contract Value. The Contract Maintenance Fee will be waived by the Company in the event either the Contract Value, or the aggregate Purchase Payments reduced by aggregate withdrawals, equals or exceeds [\$50,000] on the date the Fee is to be deducted.

Sales Charge:
The Sales Charge Percentage Table was established on the Issue Date and will not change. On the day we accept any Purchase Payment, we will deduct a Sales Charge, and any applicable premium taxes, from the Purchase Payment before we apply the resulting Net Purchase Payment to the Investment Options according to your allocation instructions. In order to determine the Sales Charge for any Purchase Payment, we must first assign the Purchase Payment to one specific Sales Charge percentage that is tiered as shown in the table below. The tier assigned to each Purchase Payment is the one that includes the sum of adding that Purchase Payment to the greater of the Contract Value, or the prior aggregate Purchase Payments reduced by aggregate withdrawals, as of the Valuation Period during which we accept that Purchase Payment. (The Contract Value is \$0 for purposes of assigning a tier to the initial Purchase Payment.) The Sales Charge for each Purchase Payment is then determined by multiplying that Purchase Payment by its applicable Sales Charge percentage.

Subsequent Purchase Payments and/or changes in Contract Value do not change the Sales Charge applicable to any prior Purchase Payment, with one exception: You may include a letter of intent with your initial Purchase Payment to state that you will make additional Purchase Payments in an agreed aggregate amount within a specified time period, not to exceed 13 months from the Issue Date, in exchange for an immediate, specified reduction in the Sales Charge percentage to the percentage that would have applied if those aggregate Purchase Payments had all been received as part of the initial Purchase Payment. The letter of intent must be in a form acceptable to us. If, at the end of the specified time period, we have not received the agreed aggregate Purchase Payments, we will deduct an additional Sales Charge amount. The amount will be equal to the difference between the total Sales Charges actually paid and the total Sales Charges that would have been payable in the absence of the letter of intent, based upon the Purchase Payments we actually received. It will be deducted from the Investment Options in the same proportion as their values are to the Contract Value.

Sales Charge Percentage Table

<u>Current Purchase Payment Plus Greater of Current Contract Value or All Prior Purchase Payments Less Prior Withdrawals</u>	<u>Sales Charge Percentage</u>
Less than \$50,000	5.75%
At least \$50,000 but less than \$100,000	4.50%
At least \$100,000 but less than \$250,000	3.50%
At least \$250,000 but less than \$500,000	2.50%
At least \$500,000 but less than \$1,000,000	2.00%
\$1,000,000 or more	0.50%

[PRODUCT A] SCHEDULE, continued

INVESTMENT OPTIONS AVAILABLE ON THE ISSUE DATE

Protective Life Guaranteed Account

Fixed Account
DCA Account 1
DCA Account 2

Sub-Accounts of the Protective Variable Annuity Separate Account

[American Funds

Asset Allocation *Class 2*

Fidelity

VIP Contrafund® *Service Class 2*
VIP Index 500 *Service Class 2*
VIP Investment Grade Bond *Service Class 2*
VIP Mid Cap *Service Class 2*

Franklin Templeton

Franklin Flex Cap Growth *Class 2*
Franklin Income *Class 2*
Franklin Rising Dividends *Class 2*
Franklin Small Cap Value *Class 2*
Franklin Small-Mid Cap Growth *Class 2*
Franklin U. S. Government *Class 2*
Mutual Shares *Class 2*
Templeton Foreign *Class 2*
Templeton Global Bond *Class 2*
Templeton Growth *Class 2*

Goldman Sachs

Growth Opportunities *Service Class Shares*
Large Cap Value *Service Class Shares*
Mid Cap Value *Service Class Shares*
Strategic Growth *Service Class Shares*
Strategic International Equity *Service Class Shares*

Invesco

Government Securities *Class II*

Invesco Van Kampen

Comstock *Class II*
Equity and Income *Class II*
Growth and Income *Class II*
Mid Cap Growth *Class II*
Mid Cap Value *Class II*

Legg Mason

ClearBridge Mid Cap Core *Class II*
ClearBridge Small Cap Growth *Class II*

Lord Abbett

Bond Debenture
Capital Structure
Classic Stock
Fundamental Equity
Growth and Income
Growth Opportunities
International Opportunities
Mid Cap Value

MFS Investment Management

Growth *Service Class*
Investors Growth Stock *Service Class*
Investors Trust *Service Class*
New Discovery *Service Class*
Research *Service Class*
Research Bond *Service Class*
Total Return *Service Class*
Utilities *Service Class*
Value *Service Class*

Morgan Stanley

UIF Global Real Estate *Class II*

OppenheimerFunds

Capital Appreciation *Service Class*
Global Securities *Service Class*
Global Strategic Income *Service Class*
Main Street® *Service Class*
Money *Service Class*

PIMCO

Long-Term U. S. Government *Advisor*
Low Duration *Advisor*
Real Return *Advisor*
Short-Term *Advisor*
Total Return *Advisor*

Royce

Micro-Cap *Service Class*
Small-Cap *Service Class*]

GUARANTEED ACCOUNT ENDORSEMENT with Fixed Account and DCA Accounts

We are amending the Contract to which this endorsement is attached as described below. This endorsement remains in effect as long as the Contract to which it is attached remains in effect. The terms and conditions in this endorsement supersede any conflicting provision in the Contract. Contract provisions not expressly modified by this endorsement remain in full force and effect.

1. In the "**DEFINITIONS**" section of your Contract, the definition for **Contract Value** is deleted and replaced by the definition below, and the **Guaranteed Account** definition below is added:

Contract Value: The sum of the Variable Account value and the Guaranteed Account value attributable to this Contract on, or prior to the Annuity Date.

Guaranteed Account: All Investment Options with interest rate guarantees.

2. The first paragraph of the provision entitled "**Variable Account Value**" in the "**VARIABLE ACCOUNT**" section of your Contract is deleted and replaced by the paragraph below:

Variable Account Value – On or at any time prior to the Annuity Date, the Variable Account value is equal to:

- 1) Net Purchase Payments allocated to the Variable Account; plus
- 2) amounts transferred into the Variable Account; plus
- 3) other amounts applied to the Variable Account; plus or minus
- 4) investment performance; minus
- 5) amounts transferred out of the Variable Account; minus
- 6) amounts deducted from the Variable Account to satisfy any withdrawal (or surrender) requests; minus
- 7) charges, fees and premium tax, if any, deducted from the Variable Account.

The Variable Account value equals the total of the Sub-Account values.

3. The following "**GUARANTEED ACCOUNT**" section is added to your Contract:

GUARANTEED ACCOUNT

General Description – The Guaranteed Account includes the Fixed Account and the DCA Accounts, which are each a part of the Company's general account. Amounts allocated to an account in the Guaranteed Account earn interest from the date they are credited to the account.

We, in our sole discretion, establish interest rates for each account in the Guaranteed Account. We will not declare a rate that yields values less than the minimum values required by the NAIC Standard Nonforfeiture Law for Individual Deferred Annuities, model # 805. Because interest rates vary from time to time, allocations made to the same account in the Guaranteed Account at different times may earn interest at different rates.

Fixed Account – Generally, you may allocate some or all of your Net Purchase Payments and may transfer some or all of your Contract Value to the Fixed Account. The interest rate we apply to a Net Purchase Payment or transfer allocated to the Fixed Account is guaranteed for one year from the date it is credited to the account. When an interest rate guarantee expires, we will set a new interest rate, which may not be the same as the interest rate then in effect for a subsequent Net Purchase Payment allocated to the Fixed Account. The new interest rate is also guaranteed for one year.

DCA Accounts – The DCA Accounts are available only for Net Purchase Payments designated for dollar cost averaging. You may allocate a Net Purchase Payment to a DCA Account only when the value of that DCA Account is \$0. The entire value of a DCA Account must be transferred to the Variable Account prior to allocating any new Net Purchase Payment to that DCA Account. Allocations to a DCA Account must include instructions regarding transfer frequency and the Sub-Accounts into which the transfers are to be made.

We will systematically transfer Net Purchase Payments allocated to a DCA Account into the Variable Account in equal amounts over the period we allow for that DCA Account. The interest rate we apply to a Net Purchase Payment allocated to a DCA Account is guaranteed for the period over which transfers are allowed from that DCA Account. Interest credited to a DCA Account will be accumulated and transferred from the DCA Account after the last dollar cost averaging transfer.

Guaranteed Account Value – On or at any time prior to the Annuity Date, the Guaranteed Account value is equal to:

- 1) Net Purchase Payments allocated to the Guaranteed Account; plus
- 2) amounts transferred into the Guaranteed Account; plus
- 3) interest, and other amounts credited to the Guaranteed Account; minus
- 4) amounts transferred out of the Guaranteed Account; minus
- 5) amounts deducted from the Guaranteed Account to satisfy any withdrawal (or surrender) requests; minus
- 6) charges, fees and premium tax, if any, deducted from the Guaranteed Account.

For the purposes of interest crediting, amounts deducted, transferred or withdrawn from accounts in the Guaranteed Account will be separately accounted for on a “first-in, first-out” (FIFO) basis.

4. The two provisions below are added to the "**TRANSFERS**" section of your Contract:

Transfers Involving the Guaranteed Account – There are additional limitations on transfers involving the Guaranteed Account. No transfer is permitted into any account in the Guaranteed Account until 6 months after the last transfer from an account in the Guaranteed Account. Transfers into a DCA Account are not permitted.

The maximum amount that may be transferred out of the Fixed Account in any Contract Year, except for dollar cost averaging transfers, is the greater of:

- 1) 25% of the Fixed Account value as of the prior Contract Anniversary, plus 25% of any Net Purchase Payments and transfers allocated to the Fixed Account since the prior Contract Anniversary; or
- 2) \$2,500.

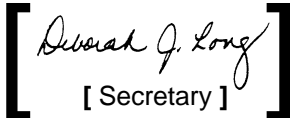
Dollar Cost Averaging Involving the Guaranteed Account – There are additional limitations on dollar cost averaging transfers involving the Guaranteed Account. You may establish dollar cost averaging transfers from any account in the Guaranteed Account but dollar cost averaging transfers into an account in the Guaranteed Account are not permitted. We will not accept instructions to establish dollar cost averaging transfers from the Fixed Account over a period less than 12 months. If dollar cost averaging transfers from a DCA Account are terminated, we will transfer any amount remaining in that DCA Account into the Sub-Accounts according to the allocation instruction in effect for that DCA Account at the time the dollar cost averaging transfers are terminated, unless you have otherwise instructed us how to allocate the remaining amount.

5. The provision below is added to the "**SURRENDERS AND WITHDRAWALS**" section of your Contract:

Suspension or Delay in Payment of Surrender or Withdrawal from the Guaranteed Account – We may delay payment of a surrender or withdrawal from the Guaranteed Account for up to six months.

Signed for the Company and made a part of the Contract as of its Issue Date.

PROTECTIVE LIFE INSURANCE COMPANY


[Secretary]

<i>SERFF Tracking Number:</i>	<i>PRTA-127616352</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Protective Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>49730</i>
<i>Company Tracking Number:</i>	<i>VDA2006A-LAURA</i>		
<i>TOI:</i>	<i>A03I Individual Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>SG-VDA-P-2006A</i>		
<i>Project Name/Number:</i>	<i>SG-VDA-P-2006A/SG-VDA-P-2006A</i>		

Supporting Document Schedules

	Item Status:	Status Date:
<p>Satisfied - Item: Flesch Certification</p> <p>Comments: RE the Flesch Certification, please note that the submitted forms are for use solely with federally registered securities (variable annuities) that are subject to federal jurisdiction, so they are exempt from state readability requirements and the Flesch score requirements do not apply.</p> <p>Attachment: AR Compliance Certification - signed.pdf</p>		
<p>Satisfied - Item: Application</p> <p>Comments: The application currently intended for use in selecting products created with the forms submitted in this filing is SG-VDA-P-1006, which is under review in concurrent filing PRTA-127616338.</p>		
<p>Satisfied - Item: Life & Annuity - Acturial Memo</p> <p>Comments:</p> <p>Attachment: SG AM VDA A-Share (w sched corr 2) w demos - signed.pdf</p>		
<p>Satisfied - Item: Statement of Variability</p> <p>Comments:</p> <p>Attachment: SOV VDA A-Share (SG).pdf</p>		

Item Status:	Status
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SERFF Tracking Number: PRTA-127616352 State: Arkansas
Filing Company: Protective Life Insurance Company State Tracking Number: 49730
Company Tracking Number: VDA2006A-LAURA
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: SG-VDA-P-2006A
Project Name/Number: SG-VDA-P-2006A/SG-VDA-P-2006A

Date:

Satisfied - Item: Redline Comparisons - Forms
Submitted in Concurrent Filing

Comments:

Attachments:

Compare Contract Covers SG-VDA-P-2006C-WW to -2006C-WX.pdf
Compare Contract Bodies SG-VDA-P-2006 to -2006A.pdf
Compare Schedules SG-VDA-P-2006SO-01 to -2006SA-01.pdf
Compare Gteed Acct Endmts SG-VDA-P-5014 to -5014A.pdf

Item Status:

Status

Date:

Satisfied - Item: Variable Annuity Compliance
Certification

Comments:

Attachment:

AR Variable Annuity Compl Cert - signed.pdf

Item Status:

Status

Date:

Satisfied - Item: Redline Compare for Corrections

Comments:

- (1) Compare A-Share Schedules: Orig to Corr 1 (same as "Previous Version" below)
- (2) Compare A-Share Schedules: Corr 1 to Corr 2
- (3) Compare A-Share Actuarial Memos: Orig to Corr 1&2

Attachments:

SG Compare Schedules A-Share to A-Share corr.pdf
Compare SG A-Share Schedules (corr 1 to corr 2).pdf
Compare SG AMs Orig Apprd to Both Sched Corrs.pdf

Protective Life Insurance Company

2801 Highway 280 South, Birmingham, Alabama 35223

NAIC 458-68136 / FEIN 63-0169720

Arkansas Compliance Certification

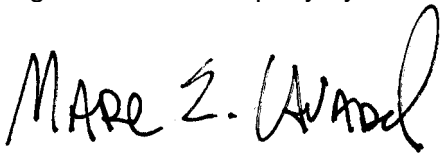
This is to certify that Protective Life Insurance Company will comply with the following Arkansas requirements with respect to annuity contracts the Company delivers or issues for delivery in Arkansas:

Rule & Regulation 19 (Unfair Sex Discrimination in the Sale of Insurance)

Rule & Regulation 49 (Life and Health Insurance Guaranty Association Notices)

ACA 23-79-138 and Bulletin 11-88 (Consumer Information Notice)

Signed for the Company by:

A handwritten signature in black ink, appearing to read "Marc E. Cavadel". The signature is fluid and cursive, with the first name "Marc" and last name "Cavadel" clearly distinguishable.

Marc E. Cavadel, J.D., FLMI, AAPA
AVP – Product Development
Protective Life Insurance Company
August 31, 2011

Protective Life Insurance Company

2801 Highway 280 South, Birmingham, Alabama 35223

NAIC 458-68136 / FEIN 63-0169720

Statement of Variability

FORM NUMBER**

SG-VDA-P-2006C-WX

SG-VDA-P-2006A

SG-VDA-P-2006SA-01

SG-VDA-P-5014A

FORM TITLE (and Form Type if not part of Title)

*Cover (Face/TOC/Back) Insert Pages for Individual Flexible Premium
Deferred Variable Annuity Contract*

*Body Insert Pages for Individual Flexible Premium Deferred Variable
Annuity Contract*

Insert Pages for Contract: Schedule

Guaranteed Account Endorsement with Fixed Account and DCA Accounts

***including jurisdictional variations, indicated by the appropriate prefix code replacing "SG" in the form number*

General Variables

1. Variable alphanumeric text in the forms is indicated by [square brackets], with one exception: Square brackets imbedded in any mathematical formula do not indicate variable text; they are mathematical symbols indicating the order of operations in the formula.

2. Variable-bracketed alphanumeric text may be varied in accordance with applicable regulatory requirements and this Statement of Variability.

3. Any internal-use identifier or edition date (lower right footer); any company and state insurance regulatory authority office addresses, website addresses, and telephone numbers; any company officer titles, names, and signatures; and any specimen data (hypothetical, illustrative items customarily varied according to the applicant or specific plan of insurance) that may appear throughout the forms are variable as indicated by [square brackets] and are not exhaustively listed form-by-form, page-by-page, and/or field-by-field below.

4. Company and state insurance regulatory authority addresses and telephone numbers and company officer titles, names, and signatures will be only be changed to accurately disclose correct information. Changes in company officers or the company's domicile address would not be made until any required notifications or regulatory filings are completed.

5. The appearance of the forms may vary in a non-material fashion depending upon factors including, but not limited to: changes in print vendor, software or hardware configurations; typeface, style and font attributes, but not font size; paper stock and weight; and, the presence or absence of color and shading.

6. The page numbering scheme may be varied to adjust for revisions to the text.

7. Benefit selection may vary by plan of insurance.

8. No variables will change with respect to in-force contracts without notification, appropriate regulatory approvals, and (where required) consent of the owner.

Specific Variables

Contract Cover Insert Pages SG-VDA-P-2006C-WX

Right to Cancel – "You may cancel this Contract within [10] days after you receive it...." : *Number of days granted for owner to cancel contract and have purchase payments returned. Varies based on state where contract is delivered or issued for delivery, owner's age on issue date, and contract's replacement status. Will not be less than the minimum number of days required by the law of the state where the contract is delivered or issued for delivery.*

Contract Body Insert Pages SG-VDA-P-2006A

No variables other than as described under "General Variables" above.

Contract Schedule Insert Pages SG-VDA-P-2006SA-1

All Schedule Pages

Product Name (at the top of each page): *Varies by product's marketing name.*

Page A (Applicant-Specific Information; Interest Rates for the Guaranteed Account)

Contract Number, Issue Date, Owner 1, Birth Date of Owner 1, Owner 2, Birth Date of Owner 2, Annuitant, Birth Date of Annuitant, Annuity Date: *Varies by applicant. If there is no second owner, "None" or "N/A" or "Not Applicable" will appear in the Owner 2 field. If an owner is not a natural person, that owner's birthday will be shown as "N/A" or "Not Applicable". As of the issue date, the annuitant is the same as Owner 1 unless another annuitant is designated. As of the issue date, the annuity date is the month, day, and year of the contract's maximum annuity date (see under Page B below).*

Protected Lifetime Income Option: *Name of the Protected Lifetime Income Benefit (if any) selected by the applicant from those available as of the contract's issue date. Will vary by marketing name. Current intended options are the "SecurePaySM" and "SecurePaySM FX" guaranteed living benefit riders, but options may vary depending on those made available by the company from those approved for the company's use. If the applicant does not select an option, "Not Included on Issue Date" will appear in the field.*

Death Benefit: *Name of the death benefit selected by the applicant from those available as of the contract's issue date. Will vary by marketing name. Current intended options are "Maximum Anniversary Value" (rider available for an additional benefit-based fee charge) or "Return of Purchase Payments" (rider included at no additional charge if the Maximum Anniversary Value option is not selected), but options (included, but not limited to, the "Contract Value" death benefit provided in the base contract) may vary depending on those made available by the company from those approved for the company's use. A death benefit will **always** be included in the contract.*

Agent: *Agent's name, agency, address, and telephone number varies according to which agent solicited the application.*

Insurance Regulatory Authority: *Insurance Regulatory Authority's name, telephone number, and (if available) website address varies based on state where contract is delivered or issued for delivery.*

Initial Purchase Payment: *Varies by applicant. Will not be less than the minimum purchase payment then required by the company for the plan of insurance being purchased, nor greater than \$1,000,000.*

Tax-Qualified Status: *Plan type as shown on the application. Plan type selections may vary but currently are "Non-Qualified", "Traditional IRA", "Roth IRA" or "Other _____" (where the underscore reflects space to fill in a brief description for "other").*

Annual Effective Interest Rates for the Guaranteed Account on the Issue Date (Fixed Account, DCA Account 1, and DCA Account 2): *Company-declared interest rates for the guaranteed account as of the contract's issue date may vary but will not be less than the guaranteed account's non-forfeiture interest rate.*

Non-Forfeiture Interest Rate for the Guaranteed Account: *The non-forfeiture interest rate for the contract's guaranteed account is determined as of the contract's issue date by taking the 5-Year Constant Maturity Treasury Rate as of the January 31 prior to the May 1 – April 30 annual period during which the contract was issued, subtracting 1.25%, and rounding the result to the nearest 0.05%, subject to a minimum of 1.00% and a maximum of 3.00%. It **will not** change or be re-determined for in-force contracts.*

Page B (Contract Limitations, Fees, and Charges)

Maximum Issue Date – "We will not issue a Contract on or after the oldest Owner's or Annuitant's [86th] birthday": *The oldest owner's or annuitant's birthday on or after which we will not issue a contract may vary, but will range between the 86th and 91st birthday (inclusive).*

Maximum Annuity Date – "The oldest Owner's or Annuitant's [95th] birthday": *The maximum annuity date may vary, but will range between the 95th and 100th birthday (inclusive), and will not be any earlier than 10 years after the maximum issue age. For in-force contracts the date may (within the stated range) be changed to a later birthday but **will not** be changed to an earlier birthday.*

Additional Purchase Payments: "Not permitted on or after the oldest Owner's or Annuitant's [86th] birthday or within 3 years of the Annuity Date": *The oldest owner's or annuitant's birthday on or after which we will not accept additional purchase payments may vary, but will (as of the issue date) always be the same as the birthday on or after which we will not issue a contract (see "Maximum Issue Date" above). For in-force contracts the date may (within the stated range) be changed to a later birthday but **will not** be changed to an earlier birthday.*

Mortality and Expense Risk Charge: *One of the two asset-based charges based on the daily value of sub-accounts in the variable account. Part of the contract's net investment factor calculation used to determine the accumulation unit value for each sub-account on each valuation day. The charge may vary, but will range between 75 basis points and 100 basis points (inclusive) and **will not** change for in-force contracts.*

Administration Charge: *One of the two asset-based charges based on the daily value of sub-accounts in the variable account. Part of the contract's net investment factor calculation used to determine the accumulation unit value for each sub-account on each valuation day. The charge may vary, but will range between 10 basis points and 25 basis points (inclusive) and **will not** change for in-force contracts.*

Contract Maintenance Fee (amount and threshold value): *A fixed annual charge deducted from the contract value on each contract anniversary prior to the annuity date, and on any day the contract is surrendered other than a contract anniversary. The fee may vary, but will range between \$25 and \$50 (inclusive) and **will not** change for in-force contracts. The fee is waived if either the contract value, or aggregate purchase payments less aggregate withdrawals, equals or exceeds a threshold value on the fee deduction date. The threshold value may vary, but will range between \$50,000 and \$100,000 (inclusive) and **will not** change for in-force contracts.*

Page C (Investment Options Available on the Issue Date)

Sub-Accounts of the Protective Variable Annuity Separate Account: *List of available variable sub-account investment options, grouped by fund family name, as of the contract's issue date. Listed sub-accounts and fund family names may vary, but any changes in the list will not significantly alter the underlying structure of the contract.*

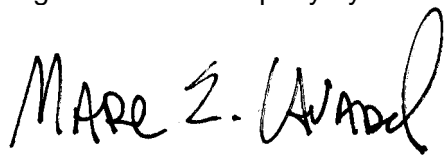
Guaranteed Account Endorsement SG-VDA-P-5014A

No variables other than as described under "General Variables" above.

CERTIFICATION

I certify that the information contained in this Statement of Variability is true and correct to the best of my knowledge and belief, and that I am duly authorized by the company to make this certification.

Signed for the Company by:

A handwritten signature in black ink, appearing to read "Marc E. Cavadel". The signature is fluid and cursive, with the first name "Marc" being the most prominent.

Marc E. Cavadel, J.D., FLMI, AAPA
AVP – Product Development
Protective Life Insurance Company
August 31, 2011

Text Comparison

Documents Compared

SG-VDA-P-2006C-WW contract cover w waiver.pdf

SG-VDA-P-2006C-WX contract cover no waiver.pdf

Summary

8 word(s) added

33 word(s) deleted

699 word(s) matched

7 block(s) matched

To see where the changes are, please scroll down.



INDIVIDUAL FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY CONTRACT
~~includes WAIVER OF SURRENDER CHARGES~~
(Non-Participating)

Protective Life Insurance Company agrees to provide the benefits described in this Contract. The Contract alone governs the rights of the parties.

THIS IS A VARIABLE ANNUITY CONTRACT

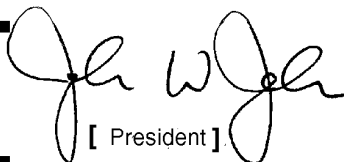
WHEN THE CONTRACT VALUE IS ALLOCATED TO THE VARIABLE ACCOUNT, AMOUNTS AVAILABLE UNDER THIS CONTRACT, INCLUDING THE CONTRACT VALUE, DEATH BENEFIT AND THE ANNUITY INCOME PAYMENTS, ARE VARIABLE. THEY WILL INCREASE OR DECREASE BASED ON THE INVESTMENT EXPERIENCE OF THE FUNDS IN WHICH THE APPLICABLE SUB-ACCOUNTS INVEST. THERE IS NO MINIMUM GUARANTEED VALUE FOR AMOUNTS ALLOCATED TO THE VARIABLE ACCOUNT.

~~**WAIVER OF SURRENDER CHARGES**~~

~~Surrender charges are waived if the Contract's specified conditions are met.~~

RIGHT TO CANCEL

YOU HAVE THE RIGHT TO RETURN THIS CONTRACT. You may cancel this Contract within [10] days after you receive it by returning it to our administrative office, or to the agent who sold it to you, with a written request for cancellation. If you return it by mail, effective date of the cancellation will be determined by the postmark date on the properly addressed and postage-paid return package. We will promptly return the Contract Value plus any amounts deducted from your Purchase Payments before they were applied to this Contract. The amount returned may be more or less than your Purchase Payments.

[]
 [President]

[]
 [Secretary]

THIS IS A LEGALLY BINDING CONTRACT - READ IT CAREFULLY

Administrative Office:

PROTECTIVE LIFE INSURANCE COMPANY

[www.Protective.com]

[2801 Highway 280 South, Birmingham, Alabama 35223
 P. O. Box 1928, Birmingham, Alabama 35282-8238
 (800) 456-6330]



**INDIVIDUAL FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY CONTRACT
 (Non-Participating)**

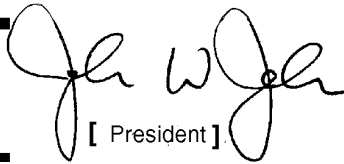
Protective Life Insurance Company agrees to provide the benefits described in this Contract. The Contract alone governs the rights of the parties.

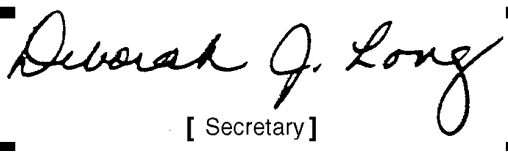
THIS IS A VARIABLE ANNUITY CONTRACT

WHEN THE CONTRACT VALUE IS ALLOCATED TO THE VARIABLE ACCOUNT, AMOUNTS AVAILABLE UNDER THIS CONTRACT, INCLUDING THE CONTRACT VALUE, DEATH BENEFIT AND THE ANNUITY INCOME PAYMENTS, ARE VARIABLE. THEY WILL INCREASE OR DECREASE BASED ON THE INVESTMENT EXPERIENCE OF THE FUNDS IN WHICH THE APPLICABLE SUB-ACCOUNTS INVEST. THERE IS NO MINIMUM GUARANTEED VALUE FOR AMOUNTS ALLOCATED TO THE VARIABLE ACCOUNT.

RIGHT TO CANCEL

YOU HAVE THE RIGHT TO RETURN THIS CONTRACT. You may cancel this Contract within [10] days after you receive it by returning it to our administrative office, or to the agent who sold it to you, with a written request for cancellation. If you return it by mail, effective date of the cancellation will be determined by the postmark date on the properly addressed and postage-paid return package. We will promptly return the Contract Value plus any amounts deducted from your Purchase Payments before they were applied to this Contract. The amount returned may be more or less than your Purchase Payments.

 [President]

 [Secretary]

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"back page" text to the reverse in a two-sided print process.

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Will be needed in production only if necessary to force
"back page" text to the reverse in a two-sided print process.



[Nashville, Tennessee]
(A Stock Insurance Company)

INDIVIDUAL FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY CONTRACT
~~includes WAIVER OF SURRENDER CHARGES~~
(Non-Participating)

THIS IS A LEGALLY BINDING CONTRACT - READ IT CAREFULLY

Administrative Office:

PROTECTIVE LIFE INSURANCE COMPANY

[www.protective.com]

[2801 Highway 280 South, Birmingham, Alabama 35223

P. O. Box 1928, Birmingham, Alabama 35282-8238

(800) 456-6330]



**INDIVIDUAL FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY CONTRACT
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Text Comparison

Documents Compared

SG-VDA-P-2006 contract body.pdf

SG-VDA-P-2006A contract body A-share.pdf

Summary

74 word(s) added

28 word(s) deleted

5536 word(s) matched

18 block(s) matched

To see where the changes are, please scroll down.

DEFINITIONS

Accumulation Unit: A unit of measure used to calculate the value of a Sub-Account prior to the Annuity Date.

Age: On a person's birthday, the age (in years) attained by the person on that day. On any other day, the person's age as of her or his last birthday.

Annuity Date: The date as of which the Contract Value, less any applicable premium tax, is applied to an Annuity Option.

Annuity Option: The payout option pursuant to which the Company makes annuity income payments.

Annuity Unit: A unit of measure used to calculate the amount of the variable income payments.

Contract Anniversary: The same month and day as the Issue Date each calendar year.

Contract Value: The Variable Account value attributable to this Contract on, or prior to the Annuity Date.

Contract Year: Any period of 12 months commencing with the Issue Date or any Contract Anniversary.

Fund: Any investment portfolio in which a corresponding Sub-Account invests.

Investment Option: Any account to which Purchase Payments may be allocated or Contract Value transferred under the Contract.

Issue Date: The date as of which the initial Purchase Payment is credited to the Contract and the date the Contract takes effect. It is shown on the Schedule.

Purchase Payment: Amounts paid by the Owner and accepted by the Company as consideration for the Contract.

Sub-Account: A separate division of the Variable Account.

Surrender Value: The amount we pay in response to a request for a withdrawal or surrender.

Valuation Day: Each day on which the New York Stock Exchange is open for business.

Valuation Period: The period which begins at the close of regular trading on the New York Stock Exchange on any Valuation Day and ends at the close of regular trading on the next Valuation Day.

Variable Account: The Protective Variable Annuity Separate Account, a separate investment account of Protective Life.

DEFINITIONS

Accumulation Unit: A unit of measure used to calculate the value of a Sub-Account prior to the Annuity Date.

Age: On a person's birthday, the age (in years) attained by the person on that day. On any other day, the person's age as of her or his last birthday.

Annuity Date: The date as of which the Contract Value, less any applicable premium tax, is applied to an Annuity Option.

Annuity Option: The payout option pursuant to which the Company makes annuity income payments.

Annuity Unit: A unit of measure used to calculate the amount of the variable income payments.

Contract Anniversary: The same month and day as the Issue Date each calendar year.

Contract Value: The Variable Account value attributable to this Contract on, or prior to the Annuity Date.

Contract Year: Any period of 12 months commencing with the Issue Date or any Contract Anniversary.

Fund: Any investment portfolio in which a corresponding Sub-Account invests.

Investment Option: Any account to which Net Purchase Payments may be allocated or Contract Value transferred under the Contract.

Issue Date: The date as of which the initial Net Purchase Payment is credited to the Contract and the date the Contract takes effect. It is shown on the Schedule.

Net Purchase Payment: The Purchase Payment less the sales charge as shown on the Schedule and any applicable premium tax

Purchase Payment: Amounts paid by the Owner and accepted by the Company as consideration for the Contract.

Sub-Account: A separate division of the Variable Account.

Surrender Value: The amount we pay in response to a request for a withdrawal or surrender.

Valuation Day: Each day on which the New York Stock Exchange is open for business.

Valuation Period: The period which begins at the close of regular trading on the New York Stock Exchange on any Valuation Day and ends at the close of regular trading on the next Valuation Day.

Variable Account: The Protective Variable Annuity Separate Account, a separate investment account of Protective Life.

PARTIES TO THE CONTRACT

Company – Protective Life Insurance Company, also referred to as "Protective Life", "the Company", "we", "us" and "our".

Owner – The person or persons who own the Contract and are entitled to exercise all rights and privileges provided in the Contract. A Contract may be issued to no more than two Owners. Individuals as well as non-natural persons, such as corporations or trusts, may be Owners. The Owner is referred to as "you" and "your". If any Owner is not an individual:

- 1) the Annuitant's Age, birthday or death will be used when Contract provisions refer to an Owner's Age, birthday or death; and
- 2) the Annuitant may exercise an Owner's contractual rights and privileges when permitted by the Owner or required by the Internal Revenue Code.

Change of Owner – You may instruct us to change the Owner provided:

- 1) the new Owner's Age on the Issue Date would not have prevented her or his purchase of this Contract on that date;
- 2) the new Owner's Age on the date any attached optional benefit rider took effect would not have prevented her or his purchase of that optional benefit rider on that date; and
- 3) the Maximum Annuity Date after the change of Owner is on or after the Annuity Date in effect when the change of Owner is requested.

See the Schedule and application for information about purchase age and annuity date limitations.

Beneficiary – The person or persons who may receive the benefits of this Contract upon the death of an Owner.

Primary – The Primary Beneficiary is the surviving Owner, if any. If there is no surviving Owner, the Primary Beneficiary is the person or persons designated by the Owner and named in our records.

Contingent – The Contingent Beneficiary is the person or persons designated by the Owner and named in our records to be Beneficiary if the Primary Beneficiary is not living.

If no Beneficiary designation is in effect or if no Beneficiary is living at the time of an Owner's death, the Beneficiary will be the estate of the deceased Owner. If an Owner dies on or after the Annuity Date, the Beneficiary will become the new Owner.

Change of Beneficiary – Unless designated irrevocably, you may instruct us to change the Beneficiary prior to the death of any Owner. An irrevocable Beneficiary is one whose written consent is needed before you can change the Beneficiary designation or exercise certain other rights.

Annuitant – The person on whose life annuity income payments may be based. Owner 1 is the Annuitant unless you designate another person as the Annuitant.

PARTIES TO THE CONTRACT

Company – Protective Life Insurance Company, also referred to as "Protective Life", "the Company", "we", "us" and "our".

Owner – The person or persons who own the Contract and are entitled to exercise all rights and privileges provided in the Contract. A Contract may be issued to no more than two Owners. Individuals as well as non-natural persons, such as corporations or trusts, may be Owners. The Owner is referred to as "you" and "your". If any Owner is not an individual:

- 1) the Annuitant's Age, birthday or death will be used when Contract provisions refer to an Owner's Age, birthday or death; and
- 2) the Annuitant may exercise an Owner's contractual rights and privileges when permitted by the Owner or required by the Internal Revenue Code.

Change of Owner – You may instruct us to change the Owner provided:

- 1) the new Owner's Age on the Issue Date would not have prevented her or his purchase of this Contract on that date;
- 2) the new Owner's Age on the date any attached optional benefit rider took effect would not have prevented her or his purchase of that optional benefit rider on that date; and
- 3) the Maximum Annuity Date after the change of Owner is on or after the Annuity Date in effect when the change of Owner is requested.

See the Schedule and application for information about purchase age and annuity date limitations.

Beneficiary – The person or persons who may receive the benefits of this Contract upon the death of an Owner.

Primary – The Primary Beneficiary is the surviving Owner, if any. If there is no surviving Owner, the Primary Beneficiary is the person or persons designated by the Owner and named in our records.

Contingent – The Contingent Beneficiary is the person or persons designated by the Owner and named in our records to be Beneficiary if the Primary Beneficiary is not living.

If no Beneficiary designation is in effect or if no Beneficiary is living at the time of an Owner's death, the Beneficiary will be the estate of the deceased Owner. If an Owner dies on or after the Annuity Date, the Beneficiary will become the new Owner.

Change of Beneficiary – Unless designated irrevocably, you may instruct us to change the Beneficiary prior to the death of any Owner. An irrevocable Beneficiary is one whose written consent is needed before you can change the Beneficiary designation or exercise certain other rights.

Annuitant – The person on whose life annuity income payments may be based. Owner 1 is the Annuitant unless you designate another person as the Annuitant.

Change of Annuitant – You may instruct us to change the Annuitant prior to the Annuity Date provided:

- 1) the new Annuitant's Age on the Issue Date would not have prevented her or his designation as Annuitant on that date;
- 2) the new Annuitant's Age on the date any attached optional benefit rider took effect would not have prevented her or his designation as Annuitant on that date; and
- 3) the Maximum Annuity Date after the change of Annuitant is on or after the Annuity Date in effect when the change of Annuitant is requested.

See the Schedule and application for information about purchase age and annuity date limitations. If any Owner is not an individual the Annuitant may not be changed.

Payee – The person or persons designated by the Owner to receive the annuity income payments under the Contract. The Annuitant is the Payee unless you designate another party as the Payee. You may change the Payee at any time.

GENERAL PROVISIONS

Entire Contract – This Contract and its attachments, including a copy of your application and any riders, endorsements and amendments, constitute the entire agreement between you and us. Statements in the application are considered representations and not warranties.

Modification of the Contract – No one is authorized to modify or waive any term or provision of this Contract unless we agree to the modification or waiver in writing and it is signed by our President, Vice-President or Secretary. We reserve the right to change or modify the provisions of this Contract to conform to any applicable laws, rules or regulations issued by a government agency or to assure continued qualification of the Contract as an annuity contract under the Internal Revenue Code. We will obtain all necessary regulatory approvals and will send you a copy of the endorsement that modifies the Contract.

Non-Participating – This Contract does not share in our surplus or profits, or pay dividends.

Incontestability – We will not contest this Contract after it is issued.

Application of Law – The provisions of the Contract are to be interpreted in accordance with the Internal Revenue Code and the laws of the state where the Contract is delivered.

Form Approval – This Contract was approved by the Insurance Regulatory authority of the state where it is delivered, and its provisions conform to the requirements of that state.

Assignment – You have the right to assign your interest in this Contract. We do not assume responsibility for the assignment. Any claim made while the Contract is assigned is subject to proof of the nature and extent of the assignee's interest prior to payment.

Change of Annuitant – You may instruct us to change the Annuitant prior to the Annuity Date provided:

- 1) the new Annuitant's Age on the Issue Date would not have prevented her or his designation as Annuitant on that date;
- 2) the new Annuitant's Age on the date any attached optional benefit rider took effect would not have prevented her or his designation as Annuitant on that date; and
- 3) the Maximum Annuity Date after the change of Annuitant is on or after the Annuity Date in effect when the change of Annuitant is requested.

See the Schedule and application for information about purchase age and annuity date limitations. If any Owner is not an individual the Annuitant may not be changed.

Payee – The person or persons designated by the Owner to receive the annuity income payments under the Contract. The Annuitant is the Payee unless you designate another party as the Payee. You may change the Payee at any time.

GENERAL PROVISIONS

Entire Contract – This Contract and its attachments, including a copy of your application and any riders, endorsements and amendments, constitute the entire agreement between you and us. Statements in the application are considered representations and not warranties.

Modification of the Contract – No one is authorized to modify or waive any term or provision of this Contract unless we agree to the modification or waiver in writing and it is signed by our President, Vice-President or Secretary. We reserve the right to change or modify the provisions of this Contract to conform to any applicable laws, rules or regulations issued by a government agency or to assure continued qualification of the Contract as an annuity contract under the Internal Revenue Code. We will obtain all necessary regulatory approvals and will send you a copy of the endorsement that modifies the Contract.

Non-Participating – This Contract does not share in our surplus or profits, or pay dividends.

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Application of Law – The provisions of the Contract are to be interpreted in accordance with the Internal Revenue Code and the laws of the state where the Contract is delivered.

Form Approval – This Contract was approved by the Insurance Regulatory authority of the state where it is delivered, and its provisions conform to the requirements of that state.

Assignment – You have the right to assign your interest in this Contract. We do not assume responsibility for the assignment. Any claim made while the Contract is assigned is subject to proof of the nature and extent of the assignee's interest prior to payment.

Protection of Proceeds – To the extent permitted by law and except as provided by an assignment, no benefits payable under this Contract will be subject to the claims of creditors.

Minimum Values – Values available under the Contract, including any paid-up annuity, withdrawal and death benefit, are at least equal to the minimum required in the state where the Contract is delivered.

Reports – At least annually prior to the Annuity Date, we will prepare a statement showing: the amount and derivation of the Contract and Surrender Values as of the statement beginning and end dates; information for the statement period regarding the value of the death benefit; a reconciliation of all transactions that occurred during the statement period; and, any other information required by law. We will send it to you, at the address contained in our records, not more than 31 days after the statement end date. Additional statements are available upon request at no charge.

Error in Age or Gender – When a Contract benefit, or any charge or fee is contingent upon any person's age or gender, we may require proof of such. We may suspend any payment due until proof is provided. When we receive satisfactory proof, we will make the payments that became due during the period of suspension.

If after proof of age and gender is provided, it is determined that the previous information you furnished was not correct, we will adjust the benefits, charges, or fees to those that would result based upon the correct information. If we have underpaid a benefit because of the error, we will make up the underpayment in a lump sum. If the error resulted in an overpayment, we will deduct the amount of the overpayment from the Contract Value or from any current or future payment due under the Contract. Underpayments and overpayments will bear interest at an annual effective interest rate of 3%.

Where the use of unisex mortality rates is required, we will not make any determination or adjustment based upon gender.

Settlement – Benefits due under this Contract are payable from our administrative office and may be applied to any option we offer for such payments at the time the election is made. Unless directed otherwise, we will make payments according to the instructions contained in our records at the time the payment is made. We shall be discharged from all liability for payment to the extent of any payments we make.

Receipt of Payment – If any Owner, Annuitant, Beneficiary or Payee is incapable of giving a valid receipt for any payment, we may make such payment to whomever has legally assumed her or his care and principal support. Any such payment shall fully discharge us to the extent of that payment.

Premium Tax – Premium tax will be deducted, if applicable. Premium tax may be deducted from a Purchase Payment when accepted, from the Surrender Value, from the death benefit, or from amounts applied to an Annuity Option.

Written Notice – All instructions regarding the Contract, and all requests to change or assign it, must be by Written Notice: a request or instruction submitted in writing in a form satisfactory to us and received at our administrative office. The Written Notice is effective as of the date it was signed. However, we are not responsible for following any instruction or making any change or assignment before we actually receive the Written Notice.

Protection of Proceeds – To the extent permitted by law and except as provided by an assignment, no benefits payable under this Contract will be subject to the claims of creditors.

Minimum Values – Values available under the Contract, including any paid-up annuity, withdrawal and death benefit, are at least equal to the minimum required in the state where the Contract is delivered.

Reports – At least annually prior to the Annuity Date, we will prepare a statement showing: the amount and derivation of the Contract and Surrender Values as of the statement beginning and end dates; information for the statement period regarding the value of the death benefit; a reconciliation of all transactions that occurred during the statement period; and, any other information required by law. We will send it to you, at the address contained in our records, not more than 31 days after the statement end date. Additional statements are available upon request at no charge.

Error in Age or Gender – When a Contract benefit, or any charge or fee is contingent upon any person's age or gender, we may require proof of such. We may suspend any payment due until proof is provided. When we receive satisfactory proof, we will make the payments that became due during the period of suspension.

If after proof of age and gender is provided, it is determined that the previous information you furnished was not correct, we will adjust the benefits, charges, or fees to those that would result based upon the correct information. If we have underpaid a benefit because of the error, we will make up the underpayment in a lump sum. If the error resulted in an overpayment, we will deduct the amount of the overpayment from the Contract Value or from any current or future payment due under the Contract. Underpayments and overpayments will bear interest at an annual effective interest rate of 3%.

Where the use of unisex mortality rates is required, we will not make any determination or adjustment based upon gender.

Settlement – Benefits due under this Contract are payable from our administrative office and may be applied to any option we offer for such payments at the time the election is made. Unless directed otherwise, we will make payments according to the instructions contained in our records at the time the payment is made. We shall be discharged from all liability for payment to the extent of any payments we make.

Receipt of Payment – If any Owner, Annuitant, Beneficiary or Payee is incapable of giving a valid receipt for any payment, we may make such payment to whomever has legally assumed her or his care and principal support. Any such payment shall fully discharge us to the extent of that payment.

Premium Tax – Premium tax will be deducted, if applicable. Premium tax may be deducted from a Purchase Payment when accepted, from the Surrender Value, from the death benefit, or from amounts applied to an Annuity Option.

Written Notice – All instructions regarding the Contract, and all requests to change or assign it, must be by Written Notice: a request or instruction submitted in writing in a form satisfactory to us and received at our administrative office. The Written Notice is effective as of the date it was signed. However, we are not responsible for following any instruction or making any change or assignment before we actually receive the Written Notice.

PURCHASE PAYMENTS

Purchase Payments – Purchase Payments are payable at our administrative office. They shall be made by check payable to the Company or by any other method we allow. Specific Purchase Payment limitations are shown on the Schedule. We reserve the right not to accept any Purchase Payment. You are not required to make any additional Purchase Payments.

Allocation of Purchase Payments – ~~We allocate~~ Purchase Payments to the Investment Options according to the instructions contained in our records at the time we accept the Purchase Payments at ~~our administrative office.~~ Your initial allocation instructions are on the application. You may change your allocation instructions at any time. Allocations must be made in whole percentages.

VARIABLE ACCOUNT

General Description – The variable benefits under the Contract are provided through the Protective Variable Annuity Separate Account (the "Variable Account"), which is registered with the Securities and Exchange Commission as a unit investment trust under the Investment Company Act of 1940. We own the assets in the Variable Account. The portion of the assets of the Variable Account equal to the reserves and other contract liabilities with respect to the Variable Account cannot be charged with the liabilities arising out of any other business we may conduct. The income, gains and losses, both realized and unrealized, from the assets of the Variable Account shall be credited to or charged against the Variable Account without regard to any other income, gains or losses of the Company. We have the right to transfer to our general account any assets of the Variable Account that are in excess of such reserves and other liabilities.

Sub-Accounts of the Variable Account – The Variable Account is divided into a series of Sub-Accounts. The Sub-Accounts available when you purchased the Contract are listed on the Schedule. Each Sub-Account invests in shares of a corresponding Fund. The income, dividends, and gains, if any, distributed from the shares of a Fund will be reinvested by purchasing additional shares of that Fund at its net asset value.

When permitted by law, we may:

- 1) create new variable accounts;
- 2) combine variable accounts, including the Variable Account;
- 3) add new Sub-Accounts to, or remove existing Sub-Accounts from the Variable Account, or combine Sub-Accounts;
- 4) make new Sub-Accounts or other Sub-Accounts available to such classes of the Contracts as we may determine;
- 5) add new Funds, or remove existing Funds;
- 6) substitute a different Fund for any existing Fund if shares of a Fund are no longer available for investment, or if we determine that investment in a Fund is no longer appropriate in light of the purposes of the Variable Account;
- 7) deregister the Variable Account under the Investment Company Act of 1940 if such registration is no longer required;

PURCHASE PAYMENTS

Purchase Payments – Purchase Payments are payable at our administrative office. They shall be made by check payable to the Company or by any other method we allow. Specific Purchase Payment limitations are shown on the Schedule. We reserve the right not to accept any Purchase Payment. You are not required to make any additional Purchase Payments.

Allocation of Purchase Payments – We deduct sales charges as shown on the Schedule, and any applicable premium tax, from Purchase Payments before allocation, at the time we accept them at our administrative office. We allocate the resulting Net Purchase Payments to the Investment Options according to the instructions contained in our records at that time. Your initial allocation instructions are on the application. You may change your allocation instructions at any time. Allocations must be made in whole percentages.

VARIABLE ACCOUNT

General Description – The variable benefits under the Contract are provided through the Protective Variable Annuity Separate Account (the "Variable Account"), which is registered with the Securities and Exchange Commission as a unit investment trust under the Investment Company Act of 1940. We own the assets in the Variable Account. The portion of the assets of the Variable Account equal to the reserves and other contract liabilities with respect to the Variable Account cannot be charged with the liabilities arising out of any other business we may conduct. The income, gains and losses, both realized and unrealized, from the assets of the Variable Account shall be credited to or charged against the Variable Account without regard to any other income, gains or losses of the Company. We have the right to transfer to our general account any assets of the Variable Account that are in excess of such reserves and other liabilities.

Sub-Accounts of the Variable Account – The Variable Account is divided into a series of Sub-Accounts. The Sub-Accounts available when you purchased the Contract are listed on the Schedule. Each Sub-Account invests in shares of a corresponding Fund. The income, dividends, and gains, if any, distributed from the shares of a Fund will be reinvested by purchasing additional shares of that Fund at its net asset value.

When permitted by law, we may:

- 1) create new variable accounts;
- 2) combine variable accounts, including the Variable Account;
- 3) add new Sub-Accounts to, or remove existing Sub-Accounts from the Variable Account, or combine Sub-Accounts;
- 4) make new Sub-Accounts or other Sub-Accounts available to such classes of the Contracts as we may determine;
- 5) add new Funds, or remove existing Funds;
- 6) substitute a different Fund for any existing Fund if shares of a Fund are no longer available for investment, or if we determine that investment in a Fund is no longer appropriate in light of the purposes of the Variable Account;
- 7) deregister the Variable Account under the Investment Company Act of 1940 if such registration is no longer required;

- 8) operate the Variable Account as a management investment company under the Investment Company Act of 1940 or as any other form permitted by law; and
- 9) make any changes to the Variable Account or its operations as may be required by the Investment Company Act of 1940 or other applicable law or regulations.

The values and benefits of this Contract provided by the Variable Account depend on the investment performance of the Funds in which the Sub-Accounts invest. We do not guarantee the investment performance of the Funds. You bear the full investment risk for amounts allocated or transferred to the Sub-Accounts.

We reserve the right to deduct taxes attributable to the operation of the Variable Account.

Variable Account Value – On or at any time prior to the Annuity Date, the Variable Account value is equal to:

- 1) Purchase Payments allocated to the Variable Account; plus
- 2) other amounts applied to the Variable Account; plus or minus
- 3) investment performance; minus
- 4) amounts deducted from the Variable Account to satisfy any withdrawal (or surrender) requests; minus
- 5) charges, fees and premium tax, if any, deducted from the Variable Account.

The Variable Account value equals the total of the Sub-Account values.

Amounts allocated to the Variable Account are used to purchase Accumulation Units of one or more Sub-Accounts. To calculate the value of a Sub-Account, we multiply the number of Accumulation Units attributable to each Sub-Account by the Accumulation Unit value for that Sub-Account as of the Valuation Period for which the value is being determined.

Events that will result in the cancellation of an appropriate number of Accumulation Units of a Sub-Account include, but are not limited to:

- 1) transfers from a Sub-Account;
- 2) a withdrawal or surrender;
- 3) payment of the death benefit;
- 4) application of the Contract Value to an Annuity Option;
- 5) deduction of charges, fees or premium tax, if any.

Accumulation Units will be canceled as of the end of the Valuation Period during which the transaction occurs.

Accumulation Unit Values – The Accumulation Unit value for each Sub-Account on any Valuation Day is determined by multiplying the Accumulation Unit value on the prior Valuation Day by the net investment factor for the Valuation Period. The net investment factor is used to measure the investment performance of a Sub-Account from one Valuation Period to the next. A net investment factor is determined for each Sub-Account for each Valuation Period. The net investment factor may be greater or less than one, so the value of an Accumulation Unit can increase or decrease.

- 8) operate the Variable Account as a management investment company under the Investment Company Act of 1940 or as any other form permitted by law; and
- 9) make any changes to the Variable Account or its operations as may be required by the Investment Company Act of 1940 or other applicable law or regulations.

The values and benefits of this Contract provided by the Variable Account depend on the investment performance of the Funds in which the Sub-Accounts invest. We do not guarantee the investment performance of the Funds. You bear the full investment risk for amounts allocated or transferred to the Sub-Accounts.

We reserve the right to deduct taxes attributable to the operation of the Variable Account.

Variable Account Value – On or at any time prior to the Annuity Date, the Variable Account value is equal to:

- 1) Net Purchase Payments allocated to the Variable Account; plus
- 2) other amounts applied to the Variable Account; plus or minus
- 3) investment performance; minus
- 4) amounts deducted from the Variable Account to satisfy any withdrawal (or surrender) requests; minus
- 5) charges, fees and premium tax, if any, deducted from the Variable Account.

The Variable Account value equals the total of the Sub-Account values.

Amounts allocated to the Variable Account are used to purchase Accumulation Units of one or more Sub-Accounts. To calculate the value of a Sub-Account, we multiply the number of Accumulation Units attributable to each Sub-Account by the Accumulation Unit value for that Sub-Account as of the Valuation Period for which the value is being determined.

Events that will result in the cancellation of an appropriate number of Accumulation Units of a Sub-Account include, but are not limited to:

- 1) transfers from a Sub-Account;
- 2) a withdrawal or surrender;
- 3) payment of the death benefit;
- 4) application of the Contract Value to an Annuity Option;
- 5) deduction of charges, fees or premium tax, if any.

Accumulation Units will be canceled as of the end of the Valuation Period during which the transaction occurs.

Accumulation Unit Values – The Accumulation Unit value for each Sub-Account on any Valuation Day is determined by multiplying the Accumulation Unit value on the prior Valuation Day by the net investment factor for the Valuation Period. The net investment factor is used to measure the investment performance of a Sub-Account from one Valuation Period to the next. A net investment factor is determined for each Sub-Account for each Valuation Period. The net investment factor may be greater or less than one, so the value of an Accumulation Unit can increase or decrease.

Net Investment Factor – The net investment factor for any Sub-Account for any Valuation Period is determined as follows:

- 1) Start with the net asset value per share of the Fund held in the Sub-Account, determined at the end of the current Valuation Period. If the "ex-dividend" date occurs during the current Valuation Period, add the per-share amount of any dividend or capital gain distributions made by the Fund held in the Sub-Account.
- 2) Then divide the result in Item 1) by the net asset value per share of the Fund held in the Sub-Account, determined at the end of the most recent prior Valuation Period.
- 3) Last, subtract from the result in Item 2) a factor that represents both: a) the mortality and expense risk charge and the administration charge as shown on the Schedule for the number of days in the Valuation Period; and b) a charge or credit for any taxes attributed to the investment operations of the Sub-Account, as determined by the Company.

TRANSFERS

Transfers – Prior to the Annuity Date, you may instruct us to transfer amounts among the Investment Options. You must transfer at least \$100 or, if less, the entire amount in the Investment Option each time you make a transfer. If after the transfer the amount remaining in any of the Investment Options from which the transfer is made is less than \$100, we may transfer the entire amount instead of the requested amount. We may also limit the number of transfers per year. For each additional transfer over the limit during each Contract Year, we may charge a transfer fee. The transfer fee, if any, will be deducted from the amount being transferred. The yearly transfer limit and transfer fee are shown on the Schedule.

Limitation on Frequent Transfers – Frequent transfers, also known as "market timing", may indicate an effort to take unfair advantage of a possible lag between a change in value of the securities held by a Fund in which a Sub-Account invests and the reflection of that change in the Sub-Account's Accumulation Unit Value. We are required by law to monitor transactions in the Contract to prevent, to the extent possible, any such activity. Accordingly, we will not honor any transfer request that is determined by us or a Fund manager to constitute market timing.

Dollar Cost Averaging – Prior to the Annuity Date, you may instruct us to systematically and automatically transfer, on a monthly or quarterly basis, amounts from an Investment Option into one or more different Investment Options. Dollar cost averaging transfers can be made on the 1st through the 28th day of a month. We will continue dollar cost averaging transfers until the earlier of:

- 1) the value of the Investment Option from which the transfers are being made is \$0; or
- 2) you instruct us to discontinue the transfers.

Transfers made to facilitate dollar cost averaging will not count against the yearly transfer limit shown on the Schedule.

Net Investment Factor – The net investment factor for any Sub-Account for any Valuation Period is determined as follows:

- 1) Start with the net asset value per share of the Fund held in the Sub-Account, determined at the end of the current Valuation Period. If the "ex-dividend" date occurs during the current Valuation Period, add the per-share amount of any dividend or capital gain distributions made by the Fund held in the Sub-Account.
- 2) Then divide the result in Item 1) by the net asset value per share of the Fund held in the Sub-Account, determined at the end of the most recent prior Valuation Period.
- 3) Last, subtract from the result in Item 2) a factor that represents both: a) the mortality and expense risk charge and the administration charge as shown on the Schedule for the number of days in the Valuation Period; and b) a charge or credit for any taxes attributed to the investment operations of the Sub-Account, as determined by the Company.

TRANSFERS

Transfers – Prior to the Annuity Date, you may instruct us to transfer amounts among the Investment Options. You must transfer at least \$100 or, if less, the entire amount in the Investment Option each time you make a transfer. If after the transfer the amount remaining in any of the Investment Options from which the transfer is made is less than \$100, we may transfer the entire amount instead of the requested amount. We may also limit the number of transfers per year. For each additional transfer over the limit during each Contract Year, we may charge a transfer fee. The transfer fee, if any, will be deducted from the amount being transferred. The yearly transfer limit and transfer fee are shown on the Schedule.

Limitation on Frequent Transfers – Frequent transfers, also known as "market timing", may indicate an effort to take unfair advantage of a possible lag between a change in value of the securities held by a Fund in which a Sub-Account invests and the reflection of that change in the Sub-Account's Accumulation Unit Value. We are required by law to monitor transactions in the Contract to prevent, to the extent possible, any such activity. Accordingly, we will not honor any transfer request that is determined by us or a Fund manager to constitute market timing.

Dollar Cost Averaging – Prior to the Annuity Date, you may instruct us to systematically and automatically transfer, on a monthly or quarterly basis, amounts from an Investment Option into one or more different Investment Options. Dollar cost averaging transfers can be made on the 1st through the 28th day of a month. We will continue dollar cost averaging transfers until the earlier of:

- 1) the value of the Investment Option from which the transfers are being made is \$0; or
- 2) you instruct us to discontinue the transfers.

Transfers made to facilitate dollar cost averaging will not count against the yearly transfer limit shown on the Schedule.

SURRENDERS AND WITHDRAWALS

Surrenders – You may surrender your Contract any time prior to the Annuity Date for its Surrender Value.

Withdrawals – You may request a withdrawal prior to the Annuity Date provided the amount requested is at least \$100 and the Contract Value immediately after the withdrawal is at least \$5,000.

Withdrawals will be deducted from the Investment Options on a pro-rata basis. Your request for a withdrawal must include all the information we need to complete the payment to you.

Surrender Value – The amount we pay in response to a withdrawal or surrender request is equal to:

- 1) the amount deducted from the Contract Value; minus,
- 2) any applicable charges, fees and premium tax.

Suspension or Delay in Payment of Surrender or Withdrawal – We may suspend or delay the date of payment of a surrender or withdrawal from the Variable Account for any period:

- 1) when the New York Stock Exchange is closed; or,
- 2) when trading on the New York Stock Exchange is restricted; or,
- 3) when an emergency exists (as determined by the Securities and Exchange Commission) as a result of which:
 - a) the disposal of securities in the Variable Account is not reasonably practical; or,
 - b) it is not reasonably practical to determine fairly the value of the net assets of the Variable Account; or,
- 4) when the Securities and Exchange Commission, by order, so permits for the protection of security holders.

DEATH BENEFIT

Death of an Owner – If an Owner dies before the Annuity Date while this Contract is in force, we will pay the death benefit to the Beneficiary. If an Owner dies on or after the Annuity Date, the Beneficiary will become the new Owner and remaining payments must be distributed at least as rapidly as under the Annuity Option in effect at the time of the Owner's death.

Death of the Annuitant – If the Annuitant is not an Owner and dies prior to the Annuity Date, Owner 1 will become the new Annuitant unless you designate otherwise. If any Owner is not an individual, we will treat the death of the Annuitant as the death of an Owner.

Death Benefit – The death benefit is the Contract Value, less any applicable premium tax, as of the end of the Valuation Period during which we receive due proof of death.

Only one death benefit is payable under this Contract, even though the Contract may, in some circumstances, continue beyond an Owner's death.

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Surrenders – You may surrender your Contract any time prior to the Annuity Date for its Surrender Value.

Withdrawals – You may request a withdrawal prior to the Annuity Date provided the amount requested is at least \$100 and the Contract Value immediately after the withdrawal is at least \$5,000.

Withdrawals will be deducted from the Investment Options on a pro-rata basis. Your request for a withdrawal must include all the information we need to complete the payment to you.

Surrender Value – The amount we pay in response to a withdrawal or surrender request is equal to:

- 1) the amount deducted from the Contract Value; minus,
- 2) any applicable charges, fees and premium tax.

Suspension or Delay in Payment of Surrender or Withdrawal – We may suspend or delay the date of payment of a surrender or withdrawal from the Variable Account for any period:

- 1) when the New York Stock Exchange is closed; or,
- 2) when trading on the New York Stock Exchange is restricted; or,
- 3) when an emergency exists (as determined by the Securities and Exchange Commission) as a result of which:
 - a) the disposal of securities in the Variable Account is not reasonably practical; or,
 - b) it is not reasonably practical to determine fairly the value of the net assets of the Variable Account; or,
- 4) when the Securities and Exchange Commission, by order, so permits for the protection of security holders.

DEATH BENEFIT

Death of an Owner – If an Owner dies before the Annuity Date while this Contract is in force, we will pay the death benefit to the Beneficiary. If an Owner dies on or after the Annuity Date, the Beneficiary will become the new Owner and remaining payments must be distributed at least as rapidly as under the Annuity Option in effect at the time of the Owner's death.

Death of the Annuitant – If the Annuitant is not an Owner and dies prior to the Annuity Date, Owner 1 will become the new Annuitant unless you designate otherwise. If any Owner is not an individual, we will treat the death of the Annuitant as the death of an Owner.

Death Benefit – The death benefit is the Contract Value, less any applicable premium tax, as of the end of the Valuation Period during which we receive due proof of death.

Only one death benefit is payable under this Contract, even though the Contract may, in some circumstances, continue beyond an Owner's death.

Payment of the Death Benefit – Unless an Owner has previously designated otherwise, the death benefit may be taken in one sum immediately and the Contract will terminate. If the death benefit is not taken in one sum immediately, the entire interest in the Contract must be distributed under one of the following options:

- 1) the entire interest must be distributed over the life of the Beneficiary, or over a period not extending beyond the life expectancy of the Beneficiary, with distribution beginning within one year of the deceased Owner's death; or
- 2) the entire interest must be distributed within 5 years of the deceased Owner's death.

If there is more than one Beneficiary, the foregoing provisions apply to each Beneficiary individually.

If the Beneficiary is the deceased Owner's spouse, the surviving spouse may elect, in lieu of receiving the death benefit, to continue the Contract and become the new Owner provided the deceased Owner's spouse meets all the requirements in the "Change of Owner" provision. The surviving spouse may then select a new Beneficiary. Upon the surviving spouse's death, the Beneficiary may take the death benefit in one sum immediately and the Contract will terminate. If not taken in one sum immediately, the death benefit must be distributed to the Beneficiary according to either paragraph 1) or 2), above.

We will pay the death benefit as soon as administratively possible after we receive a claim in good order and due proof of death. We pay interest on the death benefit only as required under applicable state law.

Notwithstanding any other Contract provision to the contrary, the entire "DEATH BENEFIT" section of this Contract shall be interpreted to comply with the requirements of §72(s) of the Internal Revenue Code. We will endorse this Contract as necessary to conform to regulatory requirements. We will obtain all necessary regulatory approvals and will send you a copy of the endorsement.

Suspension or Delay in Payment of Death Benefit – The date of payment of the death benefit from the Variable Account may be suspended or delayed under the circumstances described in the "Suspension or Delay in Payment of Surrender or Withdrawal" provision.

ANNUITY INCOME PAYMENTS

Annuity Date – When the Contract is issued, the Annuity Date is set to the Maximum Annuity Date as shown on the Schedule. The Owner may change the Annuity Date provided it is at least 3 years after the last Purchase Payment and not within 30 days of the date we receive the instruction. The Annuity Date may not be later than the Maximum Annuity Date without our consent.

If this Contract is in force on the Annuity Date, you may take the Contract Value as of the Valuation Period that includes the Annuity Date, less any applicable premium tax, in a lump sum or apply that amount to an Annuity Option you select and establish annuity income payments.

Annuity Income Payments – You may elect to receive fixed income payments, variable income payments, or a combination of both using the same Annuity Option and certain period.

Fixed Income Payments – Fixed income payments are periodic payments from the Company to the designated Payee, the amount of which is fixed and guaranteed by the Company. Fixed income payments are not in any way dependent upon the investment experience of the Variable Account.

Payment of the Death Benefit – Unless an Owner has previously designated otherwise, the death benefit may be taken in one sum immediately and the Contract will terminate. If the death benefit is not taken in one sum immediately, the entire interest in the Contract must be distributed under one of the following options:

- 1) the entire interest must be distributed over the life of the Beneficiary, or over a period not extending beyond the life expectancy of the Beneficiary, with distribution beginning within one year of the deceased Owner's death; or
- 2) the entire interest must be distributed within 5 years of the deceased Owner's death.

If there is more than one Beneficiary, the foregoing provisions apply to each Beneficiary individually.

If the Beneficiary is the deceased Owner's spouse, the surviving spouse may elect, in lieu of receiving the death benefit, to continue the Contract and become the new Owner provided the deceased Owner's spouse meets all the requirements in the "Change of Owner" provision. The surviving spouse may then select a new Beneficiary. Upon the surviving spouse's death, the Beneficiary may take the death benefit in one sum immediately and the Contract will terminate. If not taken in one sum immediately, the death benefit must be distributed to the Beneficiary according to either paragraph 1) or 2), above.

We will pay the death benefit as soon as administratively possible after we receive a claim in good order and due proof of death. We pay interest on the death benefit only as required under applicable state law.

Notwithstanding any other Contract provision to the contrary, the entire "DEATH BENEFIT" section of this Contract shall be interpreted to comply with the requirements of §72(s) of the Internal Revenue Code. We will endorse this Contract as necessary to conform to regulatory requirements. We will obtain all necessary regulatory approvals and will send you a copy of the endorsement.

Suspension or Delay in Payment of Death Benefit – The date of payment of the death benefit from the Variable Account may be suspended or delayed under the circumstances described in the "Suspension or Delay in Payment of Surrender or Withdrawal" provision.

ANNUITY INCOME PAYMENTS

Annuity Date – When the Contract is issued, the Annuity Date is set to the Maximum Annuity Date as shown on the Schedule. The Owner may change the Annuity Date provided it is at least 3 years after the last Purchase Payment and not within 30 days of the date we receive the instruction. The Annuity Date may not be later than the Maximum Annuity Date without our consent.

If this Contract is in force on the Annuity Date, you may take the Contract Value as of the Valuation Period that includes the Annuity Date, less any applicable premium tax, in a lump sum or apply that amount to an Annuity Option you select and establish annuity income payments.

Annuity Income Payments – You may elect to receive fixed income payments, variable income payments, or a combination of both using the same Annuity Option and certain period.

Fixed Income Payments – Fixed income payments are periodic payments from the Company to the designated Payee, the amount of which is fixed and guaranteed by the Company. Fixed income payments are not in any way dependent upon the investment experience of the Variable Account.

Variable Income Payments – Variable income payments are periodic payments from the Company to the designated Payee, the amount of which varies from one payment to the next as a reflection of the net investment experience of the Sub-Account(s) you select to support the payments.

Using an Assumed Investment Return of 5% per year, we determine the dollar value of a variable income payment as of the Annuity Date. However, no payment is actually made on that date. We then allocate that dollar amount among the Sub-Accounts you selected to support your variable income payments. Based on the Annuity Unit values of the selected Sub-Accounts on that date, we determine the number of Annuity Units attributable to each Sub-Account. The number of Annuity Units attributable to each Sub-Account remains constant unless there is a transfer of Annuity Units between Sub-Accounts.

To calculate a variable income payment, we multiply the number of Annuity Units attributable to each Sub-Account by the Annuity Unit value for that Sub-Account as of the Valuation Period on which the payment is being determined. We then add the results of these Sub-Account calculations to determine the total variable income payment.

Variable income payments will not decrease if the annualized return over the duration separating the payments is at least equal to the 5% yearly Assumed Investment Return (described above) plus the sum of the Mortality & Expense Risk and Administration Charges shown on the Schedule.

Annuity Unit Values – The Annuity Unit value of each Sub-Account for any Valuation Period is equal to 1) multiplied by 2) divided by 3) where:

- 1) is the net investment factor (calculated as described in the "Net Investment Factor" provision) for the Valuation Period for which the Annuity Unit value is being calculated;
- 2) is the Annuity Unit value for the preceding Valuation Period; and
- 3) is a daily factor derived from the Assumed Investment Return multiplied by the number of days in the Valuation Period.

You may transfer Annuity Units between Sub-Accounts. This is done by converting Annuity Units of a Sub-Account into a dollar amount using the Annuity Unit value for that Sub-Account on the Valuation Period during which the transfer occurs and reconvert that dollar amount into the appropriate number of Annuity Units of another Sub-Account using its Annuity Unit value for the same Valuation Period. Thus, on the date of the transfer, the dollar amount of the portion of a variable income payment generated from the Annuity Units of either Sub-Account would be the same. For variable income payments, only one transfer between Sub-Accounts is allowed in any calendar month.

Transfers involving fixed income payments are not allowed.

Selection of Annuity Option – You may select an Annuity Option, or instruct us to change your selection, not later than one month before the Annuity Date.

If you have not previously selected an Annuity Option, we will begin annuity income payments one month after the Annuity Date. Those payments will be established by applying your Contract Value as of the Valuation Period that includes the Annuity Date, less any applicable premium tax, to monthly fixed income payments under Option B - Life Income with Payments for a 10-Year Certain Period.

Variable Income Payments – Variable income payments are periodic payments from the Company to the designated Payee, the amount of which varies from one payment to the next as a reflection of the net investment experience of the Sub-Account(s) you select to support the payments.

Using an Assumed Investment Return of 5% per year, we determine the dollar value of a variable income payment as of the Annuity Date. However, no payment is actually made on that date. We then allocate that dollar amount among the Sub-Accounts you selected to support your variable income payments. Based on the Annuity Unit values of the selected Sub-Accounts on that date, we determine the number of Annuity Units attributable to each Sub-Account. The number of Annuity Units attributable to each Sub-Account remains constant unless there is a transfer of Annuity Units between Sub-Accounts.

To calculate a variable income payment, we multiply the number of Annuity Units attributable to each Sub-Account by the Annuity Unit value for that Sub-Account as of the Valuation Period on which the payment is being determined. We then add the results of these Sub-Account calculations to determine the total variable income payment.

Variable income payments will not decrease if the annualized return over the duration separating the payments is at least equal to the 5% yearly Assumed Investment Return (described above) plus the sum of the Mortality & Expense Risk and Administration Charges shown on the Schedule.

Annuity Unit Values – The Annuity Unit value of each Sub-Account for any Valuation Period is equal to 1) multiplied by 2) divided by 3) where:

- 1) is the net investment factor (calculated as described in the "Net Investment Factor" provision) for the Valuation Period for which the Annuity Unit value is being calculated;
- 2) is the Annuity Unit value for the preceding Valuation Period; and
- 3) is a daily factor derived from the Assumed Investment Return multiplied by the number of days in the Valuation Period.

You may transfer Annuity Units between Sub-Accounts. This is done by converting Annuity Units of a Sub-Account into a dollar amount using the Annuity Unit value for that Sub-Account on the Valuation Period during which the transfer occurs and reconvert that dollar amount into the appropriate number of Annuity Units of another Sub-Account using its Annuity Unit value for the same Valuation Period. Thus, on the date of the transfer, the dollar amount of the portion of a variable income payment generated from the Annuity Units of either Sub-Account would be the same. For variable income payments, only one transfer between Sub-Accounts is allowed in any calendar month.

Transfers involving fixed income payments are not allowed.

Selection of Annuity Option – You may select an Annuity Option, or instruct us to change your selection, not later than one month before the Annuity Date.

If you have not previously selected an Annuity Option, we will begin annuity income payments one month after the Annuity Date. Those payments will be established by applying your Contract Value as of the Valuation Period that includes the Annuity Date, less any applicable premium tax, to monthly fixed income payments under Option B - Life Income with Payments for a 10-Year Certain Period.

Annuity Options – You may select from among the following Annuity Options.

OPTION A – PAYMENTS FOR A CERTAIN PERIOD: We will make income payments for the period you select from among those available at the time you make your selection. No certain period may be less than 10 years without our consent. Payments under this Annuity Option do not depend on the life of an Annuitant. Fixed income payments under Option A may not be surrendered, but you may surrender variable income payments under Option A.

OPTION B – LIFE INCOME WITH OR WITHOUT A CERTAIN PERIOD: Payments are based on the life of an Annuitant. We reserve the right to demand proof that the Annuitant is living prior to making any income payment.

If you include a certain period, we will make payments for the lifetime of the Annuitant, with payments guaranteed for the certain period you select. No certain period may be less than 10 years without our consent. Payments stop at the end of the selected certain period or when the Annuitant dies, whichever is later.

If no certain period is selected, no payment will be made after the death of the Annuitant regardless of how many, or whether any, annuity income payments have been made. If no certain period is selected and the Annuitant dies within one month of the Annuity Date but before any annuity income payment has been made, we will terminate this Contract and pay the Beneficiary the amount applied to the Annuity Option.

Neither fixed nor variable income payments under Option B may be surrendered.

ADDITIONAL OPTION: You may purchase any annuity option we offer on the date this option is elected.

Minimum Amounts – If your Contract Value as of the Valuation Period that includes the Annuity Date is less than \$5,000 we reserve the right to pay the Contract Value in one lump sum. If at any time your annuity income payments are less than \$20, we reserve the right to change their frequency to an interval that will result in a payment at least equal to that amount.

Guaranteed Purchase Rates – The guaranteed interest basis for fixed income payments, which is not applicable to variable income payments, is 1.00%. The mortality basis is 60% of the Annuity 2000 Mortality Table projected 9 years using the annual projection factors associated with the 1983 Individual Annuitant Mortality Table. One year will be deducted from the attained age of the Annuitant for every 3 completed years beyond the year 2009. Upon request, we will furnish you the guaranteed purchase rates for ages and periods not shown below. Annuity benefits available on the Annuity Date will not be less than those provided by the application of an equivalent amount to the purchase of a single premium immediate annuity contract offered by us on the Annuity Date to the same class of Annuitants for the same Annuity Option.

Annuity Options – You may select from among the following Annuity Options.

OPTION A – PAYMENTS FOR A CERTAIN PERIOD: We will make income payments for the period you select from among those available at the time you make your selection. No certain period may be less than 10 years without our consent. Payments under this Annuity Option do not depend on the life of an Annuitant. Fixed income payments under Option A may not be surrendered, but you may surrender variable income payments under Option A.

OPTION B – LIFE INCOME WITH OR WITHOUT A CERTAIN PERIOD: Payments are based on the life of an Annuitant. We reserve the right to demand proof that the Annuitant is living prior to making any income payment.

If you include a certain period, we will make payments for the lifetime of the Annuitant, with payments guaranteed for the certain period you select. No certain period may be less than 10 years without our consent. Payments stop at the end of the selected certain period or when the Annuitant dies, whichever is later.

If no certain period is selected, no payment will be made after the death of the Annuitant regardless of how many, or whether any, annuity income payments have been made. If no certain period is selected and the Annuitant dies within one month of the Annuity Date but before any annuity income payment has been made, we will terminate this Contract and pay the Beneficiary the amount applied to the Annuity Option.

Neither fixed nor variable income payments under Option B may be surrendered.

ADDITIONAL OPTION: You may purchase any annuity option we offer on the date this option is elected.

Minimum Amounts – If your Contract Value as of the Valuation Period that includes the Annuity Date is less than \$5,000 we reserve the right to pay the Contract Value in one lump sum. If at any time your annuity income payments are less than \$20, we reserve the right to change their frequency to an interval that will result in a payment at least equal to that amount.

Guaranteed Purchase Rates – The guaranteed interest basis for fixed income payments, which is not applicable to variable income payments, is 1.00%. The mortality basis is 60% of the Annuity 2000 Mortality Table projected 9 years using the annual projection factors associated with the 1983 Individual Annuitant Mortality Table. One year will be deducted from the attained age of the Annuitant for every 3 completed years beyond the year 2009. Upon request, we will furnish you the guaranteed purchase rates for ages and periods not shown below. Annuity benefits available on the Annuity Date will not be less than those provided by the application of an equivalent amount to the purchase of a single premium immediate annuity contract offered by us on the Annuity Date to the same class of Annuitants for the same Annuity Option.

FIXED ANNUITY TABLES

These tables illustrate the minimum fixed monthly annuity payment rates for each \$1,000 applied.

OPTION A TABLE

Payments for a
Certain Period

OPTION B TABLE

Life Income with or without a
Certain Period

<u>Years</u>	<u>Monthly Payment</u>	<u>Age of Annuitant</u>	<u>Life Only</u>		<u>Life with 10 Year Certain Period</u>	
			<u>Male</u>	<u>Female</u>	<u>Male</u>	<u>Female</u>
10	8.76	60	2.99	2.75	2.97	2.74
15	5.98	65	3.44	3.14	3.40	3.12
20	4.60	70	4.05	3.67	3.94	3.61
25	3.77	75	4.85	4.40	4.62	4.27
30	3.21	80	5.95	5.44	5.43	5.10
		85	7.46	6.92	6.32	6.05
		90	9.52	8.98	7.19	6.99
		95	12.31	11.65	7.96	7.81

VARIABLE ANNUITY TABLES

These tables illustrate the monthly variable annuity payment rates for each \$1000 applied using the Assumed Investment Return. Payments will vary based on the investment experience of the Variable Account relative to the Assumed Investment Return and could be more or less than the payments shown.

OPTION A TABLE

Payments for a
Certain Period

OPTION B TABLE

Life Income with or without a
Certain Period

<u>Years</u>	<u>Monthly Payment</u>	<u>Age of Annuitant</u>	<u>Life Only</u>		<u>Life with 10 Year Certain Period</u>	
			<u>Male</u>	<u>Female</u>	<u>Male</u>	<u>Female</u>
10	10.55	60	5.36	5.10	5.31	5.07
15	7.85	65	5.80	5.46	5.70	5.41
20	6.54	70	6.41	5.98	6.21	5.88
25	5.78	75	7.24	6.73	6.84	6.49
30	5.30	80	8.39	7.81	7.59	7.27
		85	9.96	9.37	8.39	8.15
		90	12.08	11.53	9.16	8.98
		95	14.91	14.25	9.83	9.70

FIXED ANNUITY TABLES

These tables illustrate the minimum fixed monthly annuity payment rates for each \$1,000 applied.

OPTION A TABLE

Payments for a
Certain Period

OPTION B TABLE

Life Income with or without a
Certain Period

<u>Years</u>	<u>Monthly Payment</u>	<u>Age of Annuitant</u>	<u>Life Only</u>		<u>Life with 10 Year Certain Period</u>	
			<u>Male</u>	<u>Female</u>	<u>Male</u>	<u>Female</u>
10	8.76	60	2.99	2.75	2.97	2.74
15	5.98	65	3.44	3.14	3.40	3.12
20	4.60	70	4.05	3.67	3.94	3.61
25	3.77	75	4.85	4.40	4.62	4.27
30	3.21	80	5.95	5.44	5.43	5.10
		85	7.46	6.92	6.32	6.05
		90	9.52	8.98	7.19	6.99
		95	12.31	11.65	7.96	7.81

VARIABLE ANNUITY TABLES

These tables illustrate the monthly variable annuity payment rates for each \$1000 applied using the Assumed Investment Return. Payments will vary based on the investment experience of the Variable Account relative to the Assumed Investment Return and could be more or less than the payments shown.

OPTION A TABLE

Payments for a
Certain Period

OPTION B TABLE

Life Income with or without a
Certain Period

<u>Years</u>	<u>Monthly Payment</u>	<u>Age of Annuitant</u>	<u>Life Only</u>		<u>Life with 10 Year Certain Period</u>	
			<u>Male</u>	<u>Female</u>	<u>Male</u>	<u>Female</u>
10	10.55	60	5.36	5.10	5.31	5.07
15	7.85	65	5.80	5.46	5.70	5.41
20	6.54	70	6.41	5.98	6.21	5.88
25	5.78	75	7.24	6.73	6.84	6.49
30	5.30	80	8.39	7.81	7.59	7.27
		85	9.96	9.37	8.39	8.15
		90	12.08	11.53	9.16	8.98
		95	14.91	14.25	9.83	9.70

Text Comparison

Documents Compared

SG-VDA-P-2006SO-01 schedule O-share.pdf

SG-VDA-P-2006SA-01 schedule A-Share.pdf

Summary

355 word(s) added

1051 word(s) deleted

981 word(s) matched

17 block(s) matched

To see where the changes are, please scroll down.

[PRODUCT ~~0~~] SCHEDULE**CONTRACT NUMBER**

[VA00000001]

ISSUE DATE

[February 1, 2012]

OWNER 1

[John Doe]

BIRTH DATE OF OWNER 1

[January 15, 1947]

OWNER 2

[None]

BIRTH DATE OF OWNER 2

[Not Applicable]

ANNUITANT

[John Doe]

BIRTH DATE OF ANNUITANT

[January 15, 1947]

BENEFICIARY

As contained in our records

ANNUITY DATE

[January 15, 2042]

PROTECTED LIFETIME INCOME OPTION[*SecurePaySM FX*]**DEATH BENEFIT**

[Maximum Anniversary Value]

AGENT

[Allen Agent]

[Brisk Financial Services]

[456 High Street]

[Anycity, Anystate ~~99999~~]

[987-654-3210]

INSURANCE REGULATORY AUTHORITY

[State Department of Insurance]

[Consumer Contact Phone #]

[Consumer Contact website or email address]

INITIAL PURCHASE PAYMENT

[\$100,000.00]

TAX-QUALIFIED STATUS

[Non-Qualified]

INTEREST RATES FOR THE GUARANTEED ACCOUNT**Annual Effective Interest Rates for the
Guaranteed Account on the Issue Date:**

FIXED ACCOUNT – [1.25%]

DCA ACCOUNT 1 – [3.00%]

DCA ACCOUNT 2 – [6.00%]

**Non-Forfeiture Interest Rate (NFIR) for the
Guaranteed Account:**

[1.00%]

The Contract's NFIR for the Guaranteed Account was established on the Issue Date and will not change. It was determined by taking the 5-Year Constant Maturity Treasury Rate as of the January 31 prior to the May 1 – April 30 annual period during which the Contract was issued, subtracting 1.25%, and rounding the result to the nearest 0.05%. The NFIR cannot be less than 1.00% and will not be more than 3.00%. Interest rates declared by the Company for the Guaranteed Account will be at least equal to the Contract's NFIR.

[PRODUCT A] SCHEDULE**CONTRACT NUMBER**

[VA00000001]

ISSUE DATE

[February 1, 2012]

OWNER 1

[John Doe]

BIRTH DATE OF OWNER 1

[January 15, 1947]

OWNER 2

[None]

BIRTH DATE OF OWNER 2

[Not Applicable]

ANNUITANT

[John Doe]

BIRTH DATE OF ANNUITANT

[January 15, 1947]

BENEFICIARY

As contained in our records

ANNUITY DATE

[January 15, 2042]

PROTECTED LIFETIME INCOME OPTION[*SecurePaySM FX*]**DEATH BENEFIT**

[Maximum Anniversary Value]

AGENT

[Allen Agent]

[Brisk Financial Services]

[456 High Street]

[Anycity, Anystate 11111]

[987-654-3210]

INSURANCE REGULATORY AUTHORITY

[State Department of Insurance]

[Consumer Contact Phone #]

[Consumer Contact website or email address]

INITIAL PURCHASE PAYMENT

[\$100,000.00]

TAX-QUALIFIED STATUS

[Non-Qualified]

INTEREST RATES FOR THE GUARANTEED ACCOUNT**Annual Effective Interest Rates for the
Guaranteed Account on the Issue Date:**

FIXED ACCOUNT – [1.25%]

DCA ACCOUNT 1 – [3.00%]

DCA ACCOUNT 2 – [6.00%]

**Non-Forfeiture Interest Rate (NFIR) for the
Guaranteed Account:**

[1.00%]

The Contract's NFIR for the Guaranteed Account was established on the Issue Date and will not change. It was determined by taking the 5-Year Constant Maturity Treasury Rate as of the January 31 prior to the May 1 – April 30 annual period during which the Contract was issued, subtracting 1.25%, and rounding the result to the nearest 0.05%. The NFIR cannot be less than 1.00% and will not be more than 3.00%. Interest rates declared by the Company for the Guaranteed Account will be at least equal to the Contract's NFIR.

[PRODUCT ~~○~~] SCHEDULE, continued

CONTRACT LIMITATIONS, FEES, AND CHARGES

Maximum Issue Date:	We will not issue a Contract on or after the oldest Owner's or Annuitant's [86 th] birthday.
Maximum Annuity Date:	The oldest Owner's or Annuitant's [95 th] birthday.
Additional Purchase Payments:	Not permitted on or after the oldest Owner's or Annuitant's [86 th] birthday or within 3 years of the Annuity Date.
Minimum Additional Purchase Payment:	\$100.00
Maximum Aggregate Purchase Payments:	\$1,000,000.00
Mortality & Expense Risk Charge:	[0.80%] per year The Mortality & Expense Risk Charge was established on the Issue Date and will not change.
Administration Charge:	[0.10%] per year The Administration Charge was established on the Issue Date and will not change.
Transfer Fee for Transfers in Excess of Limit:	\$25 for each transfer in excess of 12 per Contract Year. The Transfer Fee was established on the Issue Date and will not change.

Contract Maintenance Fee: [~~\$50.00~~]
The Contract Maintenance Fee was established on the Issue Date and will not change. It is deducted prior to the Annuity Date on each Contract Anniversary, and on any day that the Contract is surrendered other than a Contract Anniversary. The Contract Maintenance Fee will be deducted from the Investment Options in the same proportion as their values are to the Contract Value. The Contract Maintenance Fee will be waived by the Company in the event either the Contract Value, or the aggregate Purchase Payments reduced by aggregate withdrawals, equals or exceeds [~~\$75,000~~] on the date the Fee is to be deducted.

~~Premium Based Fee:~~

~~The Premium Based Fee Percentage Table was established on the Issue Date and will not change. The Premium Based Fee is assessed on quarterly assessment dates that start three months after the Issue Date, and on any day that the Contract is surrendered other than a quarterly assessment date. Quarterly Premium Based Fees are assessed on each Purchase Payment for a total of 28 quarters (7 years), starting with the first quarterly assessment date on or after the date that Purchase Payment was applied to the Contract.~~

~~In order to assess the Premium Based Fee for any Purchase Payment, we must first assign the Purchase Payment to one specific Premium Based Fee percentage that is tiered by cumulative Purchase Payments, as shown in the table below. The tier assigned to each Purchase Payment is the one that includes the sum of adding that Purchase Payment to all prior Purchase Payments applied to the Contract. Subsequent Purchase Payments do not change the Fee assigned to any prior Purchase Payment, with one exception: All Purchase Payments received on or before the Contract's initial quarterly assessment date will be added together for the purpose of determining the tier assigned to each of them.~~

~~The quarterly Premium Based Fee for each Purchase Payment is determined by multiplying the Purchase Payment by its quarterly Premium Based Fee percentage. On any quarterly assessment date, the total quarterly Premium Based Fee is the sum of the quarterly Premium Based Fees determined for each Purchase Payment being assessed on that date. The Fee is deducted from the Investment Options in the same proportion as their values are to the Contract Value.~~

~~Premium Based Fee Percentage Table~~

Current Purchase Payment Plus All Prior Purchase Payments Applied to the Contract	Annual Premium Based Fee Percentage	Corresponding Quarterly Percentage Assessed
Less than \$50,000	0.70%	0.175%
At least \$50,000 but less than \$100,000	0.60%	0.1500%
At least \$100,000 but less than \$250,000	0.50%	0.1250%
At least \$250,000 but less than \$500,000	0.35%	0.0875%
At least \$500,000 but less than \$1,000,000	0.25%	0.0625%
\$1,000,000 or more	0.15%	0.0375%

[PRODUCT A] SCHEDULE, continued**CONTRACT LIMITATIONS, FEES, AND CHARGES**

Maximum Issue Date:	We will not issue a Contract on or after the oldest Owner's or Annuitant's [86 th] birthday.
Maximum Annuity Date:	The oldest Owner's or Annuitant's [95 th] birthday.
Additional Purchase Payments:	Not permitted on or after the oldest Owner's or Annuitant's [86 th] birthday or within 3 years of the Annuity Date.
Minimum Additional Purchase Payment:	\$100.00
Maximum Aggregate Purchase Payments:	\$1,000,000.00
Mortality & Expense Risk Charge:	[0.75%] per year The Mortality & Expense Risk Charge was established on the Issue Date and will not change.
Administration Charge:	[0.10%] per year The Administration Charge was established on the Issue Date and will not change.
Transfer Fee for Transfers in Excess of Limit:	\$25 for each transfer in excess of 12 per Contract Year. The Transfer Fee was established on the Issue Date and will not change.
Contract Maintenance Fee:	[\$35.00] The Contract Maintenance Fee was established on the Issue Date and will not change. It is deducted prior to the Annuity Date on each Contract Anniversary, and on any day that the Contract is surrendered other than a Contract Anniversary. The Contract Maintenance Fee will be deducted from the Investment Options in the same proportion as their values are to the Contract Value. The Contract Maintenance Fee will be waived by the Company in the event either the Contract Value, or the aggregate Purchase Payments reduced by aggregate withdrawals, equals or exceeds [\$50,000] on the date the Fee is to be deducted.

Sales Charge:

The Sales Charge Percentage Table was established on the Issue Date and will not change. On the day we accept any Purchase Payment we will deduct a Sales Charge and any applicable premium taxes from the Purchase Payment before we apply the resulting Net Purchase Payment to the Investment Options according to your allocation instructions. In order to determine the Sales Charge for any Purchase Payment, we must first assign the Purchase Payment to one specific Sales Charge percentage that is tiered as shown in the table below. The tier assigned to each Purchase Payment is the one that includes the sum of adding that Purchase Payment to the Contract Value as of the Valuation Period during which we accept that Purchase Payment. (The Contract Value is \$0 for purposes of assigning a tier to the initial Purchase Payment.) The Sales Charge for each Purchase Payment is then determined by multiplying that Purchase Payment by its applicable Sales Charge percentage.

Subsequent Purchase Payments and/or changes in Contract Value do not change the Sales Charge applicable to any prior Purchase Payment, with one exception: You may include a letter of intent with your initial Purchase Payment to state that you will make additional Purchase Payments in an agreed aggregate amount within a specified time period, not to exceed 13 months from the Issue Date, in exchange for an immediate, specified reduction in the Sales Charge percentage to the percentage that would have applied if those aggregate Purchase Payments had all been received as part of the initial Purchase Payment. The letter of intent must be in a form acceptable to us. If at the end of the specified time period, we have not received the agreed aggregate Purchase Payments, we will deduct an additional Sales Charge amount. The amount will be equal to the difference between the total Sales Charges actually paid and the total Sales Charges that would have been payable in the absence of the letter of intent, based upon the Purchase Payments we actually received. It will be deducted from the Investment Options in the same proportion as their values are to the Contract Value.

Sales Charge Percentage Table

<u>Current Purchase Payment Plus Current Contract Value</u>	<u>Sales Charge Percentage</u>
Less than \$50,000	5.75%
At least \$50,000 but less than \$100,000	4.50%
At least \$100,000 but less than \$250,000	3.50%
At least \$250,000 but less than \$500,000	2.50%
At least \$500,000 but less than \$1,000,000	1.75%
\$1,000,000 or more	0.50%

~~[PRODUCT O] SCHEDULE, continued~~

~~CONTRACT LIMITATIONS, FEES, AND CHARGES, continued~~

~~Surrender Charge:~~

~~The Surrender Charge Percentages Table was established on the Issue Date and will not change. The Surrender Charge is assessed for both surrenders and withdrawals in excess of any free withdrawal amount, but does not apply to amounts paid as a death benefit, applied to an Annuity Option, or taken as a lump sum as of the Annuity Date. It will be deducted from the amount withdrawn from the Contract Value to satisfy the surrender or withdrawal request. In order to assess the Surrender Charge, we must: 1) assign each Purchase Payment to a Surrender Charge schedule; 2) associate the amount withdrawn with one or more Purchase Payments; and 3) determine the Surrender Charge based on the Surrender Charge schedule(s) assigned to the associated Purchase Payment(s).~~

~~Each Purchase Payment is assigned to one specific Surrender Charge schedule that is tiered by cumulative Purchase Payments, as shown in the table below. The Surrender Charge tier assigned to each Purchase Payment is the one that includes the sum of adding that Purchase Payment to all prior Purchase Payments applied to the Contract. Subsequent Purchase Payments do not change the Surrender Charge tier assigned to any prior Purchase Payment, with one exception: All Purchase Payments received on or before the Contract's initial quarterly assessment date for the Premium Based Fee will be added together for the purpose of determining the Surrender Charge tier assigned to each of them.~~

~~The entire amount withdrawn (in excess of any free withdrawal amount) is associated with one or more Purchase Payments as follows: We allocate the amount withdrawn (in excess of any free withdrawal amount) to Purchase Payments not previously assessed with a Surrender Charge using a "first in, first out" (FIFO) basis. We then allocate any remaining amount withdrawn pro rata to those Purchase Payments. If no amount withdrawn was allocated to Purchase Payments as described above, we will deem the entire amount withdrawn (in excess of any free withdrawal amount) to be allocated to the most recent Purchase Payment we accepted.~~

~~The Surrender Charge percentage applicable to each allocated amount withdrawn is then determined, as shown in the table below, based on: 1) the Surrender Charge tier assigned to the allocated amount's associated Purchase Payment; and 2) how many complete years have elapsed between the date that Purchase Payment was applied to the Contract and the withdrawal or surrender date. Each allocated amount is multiplied by its applicable Surrender Charge percentage to determine its Surrender Charge. The total Surrender Charge is the sum of the Surrender Charges determined for each allocated amount.~~

~~Surrender Charge Percentages Table~~

Current Purchase Payment Plus All Prior Purchase Payments Applied to the Contract	Number of Complete Years Elapsed Between the Date the Purchase Payment was Applied to the Contract and the Withdrawal or Surrender Date							
	0	1	2	3	4	5	6	7+
Less than \$50,000	7.0%	6.0%	6.0%	5.0%	4.0%	3.0%	2.0%	0%
At least \$50,000 but less than \$100,000	6.0%	5.0%	5.0%	4.0%	3.0%	2.0%	1.0%	0%
At least \$100,000 but less than \$250,000	5.0%	4.0%	4.0%	3.0%	2.0%	2.0%	1.0%	0%
At least \$250,000 but less than \$500,000	4.0%	3.0%	3.0%	2.0%	2.0%	1.0%	1.0%	0%
At least \$500,000 but less than \$1,000,000	3.0%	2.0%	2.0%	2.0%	1.0%	1.0%	0.5%	0%
\$1,000,000 or more	2.0%	1.0%	1.0%	1.0%	1.0%	0.5%	0.5%	0%

~~Free Withdrawal Amount:~~

~~The Free Withdrawal Amount was established on the Issue Date and will not change. It is the Contract Value that may be withdrawn each Contract Year without incurring any Surrender Charge. During the first Contract Year, the Free Withdrawal Amount is equal to [10%] of the cumulative Purchase Payments. In subsequent Contract Years, it is equal to the greatest of the following:~~

- ~~1) the earnings, if any, in the Contract as of the prior Contract Anniversary; or,~~
- ~~2) [10%] of cumulative Purchase Payments as of the prior Contract Anniversary; or,~~
- ~~3) [10%] of the Contract Value as of the prior Contract Anniversary.~~

~~For the purpose of determining the Free Withdrawal Amount, 'earnings' (in Item 1 above) equal the Contract Value on the prior Contract Anniversary minus Purchase Payments not previously assessed with a Surrender Charge. Withdrawals in excess of the Free Withdrawal Amount in any Contract Year are subject to the Surrender Charge described above.~~

[PRODUCT A] SCHEDULE, continued**INVESTMENT OPTIONS AVAILABLE ON THE ISSUE DATE****Protective Life Guaranteed Account**

Fixed Account
DCA Account 1
DCA Account 2

Sub-Accounts of the Protective Variable Annuity Separate Account**[American Funds**

Asset Allocation *Class 2*

Fidelity

VIP Contrafund® *Service Class 2*
VIP Index 500 *Service Class 2*
VIP Investment Grade Bond *Service Class 2*
VIP Mid Cap *Service Class 2*

Franklin Templeton

Franklin Flex Cap Growth *Class 2*
Franklin Income *Class 2*
Franklin Rising Dividends *Class 2*
Franklin Small Cap Value *Class 2*
Franklin Small-Mid Cap Growth *Class 2*
Franklin U. S. Government *Class 2*
Mutual Shares *Class 2*
Templeton Foreign *Class 2*
Templeton Global Bond *Class 2*
Templeton Growth *Class 2*

Goldman Sachs

Growth Opportunities *Service Class Shares*
Large Cap Value *Service Class Shares*
Mid Cap Value *Service Class Shares*
Strategic Growth *Service Class Shares*
Strategic International Equity *Service Class Shares*

Invesco

Government Securities *Class II*

Invesco Van Kampen

Comstock *Class II*
Equity and Income *Class II*
Growth and Income *Class II*
Mid Cap Growth *Class II*
Mid Cap Value *Class II*

Legg Mason

ClearBridge Mid Cap Core *Class II*
ClearBridge Small Cap Growth *Class II*

Lord Abbett

Bond Debenture
Capital Structure
Classic Stock
Fundamental Equity
Growth and Income
Growth Opportunities
International Opportunities
Mid Cap Value

MFS Investment Management

Growth *Service Class*
Investors Growth Stock *Service Class*
Investors Trust *Service Class*
New Discovery *Service Class*
Research *Service Class*
Research Bond *Service Class*
Total Return *Service Class*
Utilities *Service Class*
Value *Service Class*

Morgan Stanley

UIF Global Real Estate *Class II*

OppenheimerFunds

Capital Appreciation *Service Class*
Global Securities *Service Class*
Global Strategic Income *Service Class*
Main Street® *Service Class*
Money *Service Class*

PIMCO

Long-Term U. S. Government *Advisor*
Low Duration *Advisor*
Real Return *Advisor*
Short-Term *Advisor*
Total Return *Advisor*

Royce

Micro-Cap *Service Class*
Small-Cap *Service Class*]

[~~PRODUCT O~~] SCHEDULE, continued**INVESTMENT OPTIONS AVAILABLE ON THE ISSUE DATE****Protective Life Guaranteed Account**

Fixed Account
DCA Account 1
DCA Account 2

Sub-Accounts of the Protective Variable Annuity Separate Account**[American Funds**

Asset Allocation *Class 2*

Fidelity

VIP Contrafund® *Service Class 2*
VIP Index 500 *Service Class 2*
VIP Investment Grade Bond *Service Class 2*
VIP Mid Cap *Service Class 2*

Franklin Templeton

Franklin Flex Cap Growth *Class 2*
Franklin Income *Class 2*
Franklin Rising Dividends *Class 2*
Franklin Small Cap Value *Class 2*
Franklin Small-Mid Cap Growth *Class 2*
Franklin U. S. Government *Class 2*
Mutual Shares *Class 2*
Templeton Foreign *Class 2*
Templeton Global Bond *Class 2*
Templeton Growth *Class 2*

Goldman Sachs

Growth Opportunities *Service Class Shares*
Large Cap Value *Service Class Shares*
Mid Cap Value *Service Class Shares*
Strategic Growth *Service Class Shares*
Strategic International Equity *Service Class Shares*

Invesco

Government Securities *Class II*

Invesco Van Kampen

Comstock *Class II*
Equity and Income *Class II*
Growth and Income *Class II*
Mid Cap Growth *Class II*
Mid Cap Value *Class II*

Legg Mason

ClearBridge Mid Cap Core *Class II*
ClearBridge Small Cap Growth *Class II*

Lord Abbett

Bond Debenture
Capital Structure
Classic Stock
Fundamental Equity
Growth and Income
Growth Opportunities
International Opportunities
Mid Cap Value

MFS Investment Management

Growth *Service Class*
Investors Growth Stock *Service Class*
Investors Trust *Service Class*
New Discovery *Service Class*
Research *Service Class*
Research Bond *Service Class*
Total Return *Service Class*
Utilities *Service Class*
Value *Service Class*

Morgan Stanley

UIF Global Real Estate *Class II*

OppenheimerFunds

Capital Appreciation *Service Class*
Global Securities *Service Class*
Global Strategic Income *Service Class*
Main Street® *Service Class*
Money *Service Class*

PIMCO

Long-Term U. S. Government *Advisor*
Low Duration *Advisor*
Real Return *Advisor*
Short-Term *Advisor*
Total Return *Advisor*

Royce

Micro-Cap *Service Class*
Small-Cap *Service Class*]

Text Comparison

Documents Compared

SG-VDA-P-5014 endmt gteed acct.pdf

SG-VDA-P-5014A endmt gteed acct A-share.pdf

Summary

14 word(s) added

3 word(s) deleted

1145 word(s) matched

15 block(s) matched

To see where the changes are, please scroll down.

GUARANTEED ACCOUNT ENDORSEMENT with Fixed Account and DCA Accounts

We are amending the Contract to which this endorsement is attached as described below. This endorsement remains in effect as long as the Contract to which it is attached remains in effect. The terms and conditions in this endorsement supersede any conflicting provision in the Contract. Contract provisions not expressly modified by this endorsement remain in full force and effect.

1. In the "**DEFINITIONS**" section of your Contract, the definition for **Contract Value** is deleted and replaced by the definition below, and the **Guaranteed Account** definition below is added:

Contract Value: The sum of the Variable Account value and the Guaranteed Account value attributable to this Contract on, or prior to the Annuity Date.

Guaranteed Account: All Investment Options with interest rate guarantees.

2. The first paragraph of the provision entitled "**Variable Account Value**" in the "**VARIABLE ACCOUNT**" section of your Contract is deleted and replaced by the paragraph below:

Variable Account Value – On or at any time prior to the Annuity Date, the Variable Account value is equal to:

- 1) Purchase Payments allocated to the Variable Account; plus
- 2) amounts transferred into the Variable Account; plus
- 3) other amounts applied to the Variable Account; plus or minus
- 4) investment performance; minus
- 5) amounts transferred out of the Variable Account; minus
- 6) amounts deducted from the Variable Account to satisfy any withdrawal (or surrender) requests; minus
- 7) charges, fees and premium tax, if any, deducted from the Variable Account.

The Variable Account value equals the total of the Sub-Account values.

3. The following "**GUARANTEED ACCOUNT**" section is added to your Contract:

GUARANTEED ACCOUNT

General Description – The Guaranteed Account includes the Fixed Account and the DCA Accounts, which are each a part of the Company's general account. Amounts allocated to an account in the Guaranteed Account earn interest from the date they are credited to the account.

GUARANTEED ACCOUNT ENDORSEMENT with Fixed Account and DCA Accounts

We are amending the Contract to which this endorsement is attached as described below. This endorsement remains in effect as long as the Contract to which it is attached remains in effect. The terms and conditions in this endorsement supersede any conflicting provision in the Contract. Contract provisions not expressly modified by this endorsement remain in full force and effect.

1. In the "**DEFINITIONS**" section of your Contract, the definition for **Contract Value** is deleted and replaced by the definition below, and the **Guaranteed Account** definition below is added:

Contract Value: The sum of the Variable Account value and the Guaranteed Account value attributable to this Contract on, or prior to the Annuity Date.

Guaranteed Account: All Investment Options with interest rate guarantees.

2. The first paragraph of the provision entitled "**Variable Account Value**" in the "**VARIABLE ACCOUNT**" section of your Contract is deleted and replaced by the paragraph below:

Variable Account Value – On or at any time prior to the Annuity Date, the Variable Account value is equal to:

- 1) Net Purchase Payments allocated to the Variable Account; plus
- 2) amounts transferred into the Variable Account; plus
- 3) other amounts applied to the Variable Account; plus or minus
- 4) investment performance; minus
- 5) amounts transferred out of the Variable Account; minus
- 6) amounts deducted from the Variable Account to satisfy any withdrawal (or surrender) requests; minus
- 7) charges, fees and premium tax, if any, deducted from the Variable Account.

The Variable Account value equals the total of the Sub-Account values.

3. The following "**GUARANTEED ACCOUNT**" section is added to your Contract:

GUARANTEED ACCOUNT

General Description – The Guaranteed Account includes the Fixed Account and the DCA Accounts, which are each a part of the Company's general account. Amounts allocated to an account in the Guaranteed Account earn interest from the date they are credited to the account.

We, in our sole discretion, establish interest rates for each account in the Guaranteed Account. We will not declare a rate that yields values less than the minimum values required by the NAIC Standard Nonforfeiture Law for Individual Deferred Annuities, model # 805. Because interest rates vary from time to time, allocations made to the same account in the Guaranteed Account at different times may earn interest at different rates.

Fixed Account – Generally, you may allocate some or all of your Purchase Payments and may transfer some or all of your Contract Value to the Fixed Account. The interest rate we apply to a Purchase Payment or transfer allocated to the Fixed Account is guaranteed for one year from the date it is credited to the account. When an interest rate guarantee expires, we will set a new interest rate, which may not be the same as the interest rate then in effect for a subsequent Purchase Payment allocated to the Fixed Account. The new interest rate is also guaranteed for one year.

DCA Accounts – The DCA Accounts are available only for Purchase Payments designated for dollar cost averaging. You may allocate a Purchase Payment to a DCA Account only when the value of that DCA Account is \$0. The entire value of a DCA Account must be transferred to the Variable Account prior to allocating any new Purchase Payment to that DCA Account. Allocations to a DCA Account must include instructions regarding transfer frequency and the Sub-Accounts into which the transfers are to be made.

We will systematically transfer Purchase Payments allocated to a DCA Account into the Variable Account in equal amounts over the period we allow for that DCA Account. The interest rate we apply to a Purchase Payment allocated to a DCA Account is guaranteed for the period over which transfers are allowed from that DCA Account. Interest credited to a DCA Account will be accumulated and transferred from the DCA Account after the last dollar cost averaging transfer.

Guaranteed Account Value – On or at any time prior to the Annuity Date, the Guaranteed Account value is equal to:

- 1) Purchase Payments allocated to the Guaranteed Account; plus
- 2) amounts transferred into the Guaranteed Account; plus
- 3) interest, and other amounts credited to the Guaranteed Account; minus
- 4) amounts transferred out of the Guaranteed Account; minus
- 5) amounts deducted from the Guaranteed Account to satisfy any withdrawal (or surrender) requests; minus
- 6) charges, fees and premium tax, if any, deducted from the Guaranteed Account.

For the purposes of interest crediting, amounts deducted, transferred or withdrawn from accounts in the Guaranteed Account will be separately accounted for on a "first-in, first-out" (FIFO) basis.

4. The two provisions below are added to the "**TRANSFERS**" section of your Contract:

Transfers Involving the Guaranteed Account – There are additional limitations on transfers involving the Guaranteed Account. No transfer is permitted into any account in the Guaranteed Account until 6 months after the last transfer from an account in the Guaranteed Account. Transfers into a DCA Account are not permitted.

We, in our sole discretion, establish interest rates for each account in the Guaranteed Account. We will not declare a rate that yields values less than the minimum values required by the NAIC Standard Nonforfeiture Law for Individual Deferred Annuities, model # 805. Because interest rates vary from time to time, allocations made to the same account in the Guaranteed Account at different times may earn interest at different rates.

Fixed Account – Generally, you may allocate some or all of your Net Purchase Payments and may transfer some or all of your Contract Value to the Fixed Account. The interest rate we apply to a Net Purchase Payment or transfer allocated to the Fixed Account is guaranteed for one year from the date it is credited to the account. When an interest rate guarantee expires, we will set a new interest rate, which may not be the same as the interest rate then in effect for a subsequent Net Purchase Payment allocated to the Fixed Account. The new interest rate is also guaranteed for one year.

DCA Accounts – The DCA Accounts are available only for Net Purchase Payments designated for dollar cost averaging. You may allocate a Net Purchase Payment to a DCA Account only when the value of that DCA Account is \$0. The entire value of a DCA Account must be transferred to the Variable Account prior to allocating any new Net Purchase Payment to that DCA Account. Allocations to a DCA Account must include instructions regarding transfer frequency and the Sub-Accounts into which the transfers are to be made.

We will systematically transfer Net Purchase Payments allocated to a DCA Account into the Variable Account in equal amounts over the period we allow for that DCA Account. The interest rate we apply to a Net Purchase Payment allocated to a DCA Account is guaranteed for the period over which transfers are allowed from that DCA Account. Interest credited to a DCA Account will be accumulated and transferred from the DCA Account after the last dollar cost averaging transfer.

Guaranteed Account Value – On or at any time prior to the Annuity Date, the Guaranteed Account value is equal to:

- 1) Net Purchase Payments allocated to the Guaranteed Account; plus
- 2) amounts transferred into the Guaranteed Account; plus
- 3) interest, and other amounts credited to the Guaranteed Account; minus
- 4) amounts transferred out of the Guaranteed Account; minus
- 5) amounts deducted from the Guaranteed Account to satisfy any withdrawal (or surrender) requests; minus
- 6) charges, fees and premium tax, if any, deducted from the Guaranteed Account.

For the purposes of interest crediting, amounts deducted, transferred or withdrawn from accounts in the Guaranteed Account will be separately accounted for on a “first-in, first-out” (FIFO) basis.

4. The two provisions below are added to the "**TRANSFERS**" section of your Contract:

Transfers Involving the Guaranteed Account – There are additional limitations on transfers involving the Guaranteed Account. No transfer is permitted into any account in the Guaranteed Account until 6 months after the last transfer from an account in the Guaranteed Account. Transfers into a DCA Account are not permitted.

The maximum amount that may be transferred out of the Fixed Account in any Contract Year, except for dollar cost averaging transfers, is the greater of:

- 1) 25% of the Fixed Account value as of the prior Contract Anniversary, plus 25% of any Purchase Payments and transfers allocated to the Fixed Account since the prior Contract Anniversary; or
- 2) \$2,500.

Dollar Cost Averaging Involving the Guaranteed Account – There are additional limitations on dollar cost averaging transfers involving the Guaranteed Account. You may establish dollar cost averaging transfers from any account in the Guaranteed Account but dollar cost averaging transfers into an account in the Guaranteed Account are not permitted. We will not accept instructions to establish dollar cost averaging transfers from the Fixed Account over a period less than 12 months. If dollar cost averaging transfers from a DCA Account are terminated, we will transfer any amount remaining in that DCA Account into the Sub-Accounts according to the allocation instruction in effect for that DCA Account at the time the dollar cost averaging transfers are terminated, unless you have otherwise instructed us how to allocate the remaining amount.

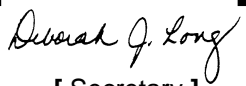
5. The provision below is added to the "**SURRENDERS AND WITHDRAWALS**" section of your Contract:

Suspension or Delay in Payment of Surrender or Withdrawal from the Guaranteed Account –

We may delay payment of a surrender or withdrawal from the Guaranteed Account for up to six months.

Signed for the Company and made a part of the Contract as of its Issue Date.

PROTECTIVE LIFE INSURANCE COMPANY


[Secretary]

The maximum amount that may be transferred out of the Fixed Account in any Contract Year, except for dollar cost averaging transfers, is the greater of:

- 1) 25% of the Fixed Account value as of the prior Contract Anniversary, plus 25% of any Net Purchase Payments and transfers allocated to the Fixed Account since the prior Contract Anniversary; or
- 2) \$2,500.

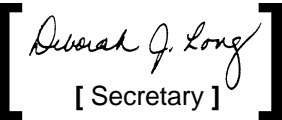
Dollar Cost Averaging Involving the Guaranteed Account – There are additional limitations on dollar cost averaging transfers involving the Guaranteed Account. You may establish dollar cost averaging transfers from any account in the Guaranteed Account but dollar cost averaging transfers into an account in the Guaranteed Account are not permitted. We will not accept instructions to establish dollar cost averaging transfers from the Fixed Account over a period less than 12 months. If dollar cost averaging transfers from a DCA Account are terminated, we will transfer any amount remaining in that DCA Account into the Sub-Accounts according to the allocation instruction in effect for that DCA Account at the time the dollar cost averaging transfers are terminated, unless you have otherwise instructed us how to allocate the remaining amount.

5. The provision below is added to the "**SURRENDERS AND WITHDRAWALS**" section of your Contract:

Suspension or Delay in Payment of Surrender or Withdrawal from the Guaranteed Account – We may delay payment of a surrender or withdrawal from the Guaranteed Account for up to six months.

Signed for the Company and made a part of the Contract as of its Issue Date.

PROTECTIVE LIFE INSURANCE COMPANY


[Secretary]

Protective Life Insurance Company

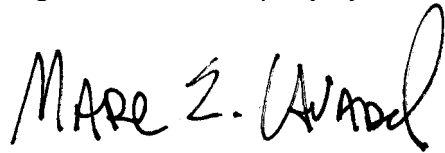
2801 Highway 280 South, Birmingham, Alabama 35223

NAIC 458-68136 / FEIN 63-0169720

**Arkansas
Variable Annuity
Compliance Certification**

This is to certify that I have reviewed Arkansas Insurance Department Rule and Regulation 6 (Variable Annuity Contracts), and that Protective Life Insurance Company will comply with its requirements with respect to variable annuity contracts the Company delivers or issues for delivery in Arkansas.

Signed for the Company by:

A handwritten signature in black ink, appearing to read "Marc E. Cavadel". The signature is fluid and cursive, with the first name "Marc" and last name "Cavadel" clearly distinguishable.

Marc E. Cavadel, J.D., FLMI, AAPA
AVP – Product Development
Protective Life Insurance Company
September 13, 2011

Text Comparison

Documents Compared

SG-VDA-P-2006SA-01 schedule A-Share.pdf

SG-VDA-P-2006SA-01 schedule A-share corr.pdf

Summary

28 word(s) added

5 word(s) deleted

1331 word(s) matched

3 block(s) matched

To see where the changes are, please scroll down.

[PRODUCT A] SCHEDULE, continued**CONTRACT LIMITATIONS, FEES, AND CHARGES**

Maximum Issue Date:	We will not issue a Contract on or after the oldest Owner's or Annuitant's [86 th] birthday.
Maximum Annuity Date:	The oldest Owner's or Annuitant's [95 th] birthday.
Additional Purchase Payments:	Not permitted on or after the oldest Owner's or Annuitant's [86 th] birthday or within 3 years of the Annuity Date.
Minimum Additional Purchase Payment:	\$100.00
Maximum Aggregate Purchase Payments:	\$1,000,000.00
Mortality & Expense Risk Charge:	[0.75%] per year The Mortality & Expense Risk Charge was established on the Issue Date and will not change.
Administration Charge:	[0.10%] per year The Administration Charge was established on the Issue Date and will not change.
Transfer Fee for Transfers in Excess of Limit:	\$25 for each transfer in excess of 12 per Contract Year. The Transfer Fee was established on the Issue Date and will not change.
Contract Maintenance Fee:	[\$35.00] The Contract Maintenance Fee was established on the Issue Date and will not change. It is deducted prior to the Annuity Date on each Contract Anniversary, and on any day that the Contract is surrendered other than a Contract Anniversary. The Contract Maintenance Fee will be deducted from the Investment Options in the same proportion as their values are to the Contract Value. The Contract Maintenance Fee will be waived by the Company in the event either the Contract Value, or the aggregate Purchase Payments reduced by aggregate withdrawals, equals or exceeds [\$50,000] on the date the Fee is to be deducted.

Sales Charge:

The Sales Charge Percentage Table was established on the Issue Date and will not change. On the day we accept any Purchase Payment, we will deduct a Sales Charge, and any applicable premium taxes, from the Purchase Payment before we apply the resulting Net Purchase Payment to the Investment Options according to your allocation instructions. In order to determine the Sales Charge for any Purchase Payment, we must first assign the Purchase Payment to one specific Sales Charge percentage that is tiered as shown in the table below. The tier assigned to each Purchase Payment is the one that includes the sum of adding that Purchase Payment to the ~~Contract Value~~ as of the Valuation Period during which we accept that Purchase Payment. (The Contract Value is \$0 for purposes of assigning a tier to the initial Purchase Payment.) The Sales Charge for each Purchase Payment is then determined by multiplying that Purchase Payment by its applicable Sales Charge percentage.

Subsequent Purchase Payments and/or changes in Contract Value do not change the Sales Charge applicable to any prior Purchase Payment, with one exception: You may include a letter of intent with your initial Purchase Payment to state that you will make additional Purchase Payments in an agreed aggregate amount within a specified time period, not to exceed 13 months from the Issue Date, in exchange for an immediate, specified reduction in the Sales Charge percentage to the percentage that would have applied if those aggregate Purchase Payments had all been received as part of the initial Purchase Payment. The letter of intent must be in a form acceptable to us. If, at the end of the specified time period, we have not received the agreed aggregate Purchase Payments, we will deduct an additional Sales Charge amount. The amount will be equal to the difference between the total Sales Charges actually paid and the total Sales Charges that would have been payable in the absence of the letter of intent, based upon the Purchase Payments we actually received. It will be deducted from the Investment Options in the same proportion as their values are to the Contract Value.

Sales Charge Percentage Table

<u>Current Purchase Payment Plus Current Contract Value</u>	<u>Sales Charge Percentage</u>
Less than \$50,000	5.75%
At least \$50,000 but less than \$100,000	4.50%
At least \$100,000 but less than \$250,000	3.50%
At least \$250,000 but less than \$500,000	2.50%
At least \$500,000 but less than \$1,000,000	1.75%
\$1,000,000 or more	0.50%

[PRODUCT A] SCHEDULE, continued

CONTRACT LIMITATIONS, FEES, AND CHARGES

Maximum Issue Date:	We will not issue a Contract on or after the oldest Owner's or Annuitant's [86 th] birthday.
Maximum Annuity Date:	The oldest Owner's or Annuitant's [95 th] birthday.
Additional Purchase Payments:	Not permitted on or after the oldest Owner's or Annuitant's [86 th] birthday or within 3 years of the Annuity Date.
Minimum Additional Purchase Payment:	\$100.00
Maximum Aggregate Purchase Payments:	\$1,000,000.00
Mortality & Expense Risk Charge:	[0.75%] per year The Mortality & Expense Risk Charge was established on the Issue Date and will not change.
Administration Charge:	[0.10%] per year The Administration Charge was established on the Issue Date and will not change.
Transfer Fee for Transfers in Excess of Limit:	\$25 for each transfer in excess of 12 per Contract Year. The Transfer Fee was established on the Issue Date and will not change.
Contract Maintenance Fee:	[\$35.00] The Contract Maintenance Fee was established on the Issue Date and will not change. It is deducted prior to the Annuity Date on each Contract Anniversary, and on any day that the Contract is surrendered other than a Contract Anniversary. The Contract Maintenance Fee will be deducted from the Investment Options in the same proportion as their values are to the Contract Value. The Contract Maintenance Fee will be waived by the Company in the event either the Contract Value, or the aggregate Purchase Payments reduced by aggregate withdrawals, equals or exceeds [\$50,000] on the date the Fee is to be deducted.

Sales Charge:

The Sales Charge Percentage Table was established on the Issue Date and will not change. On the day we accept any Purchase Payment, we will deduct a Sales Charge, and any applicable premium taxes, from the Purchase Payment before we apply the resulting Net Purchase Payment to the Investment Options according to your allocation instructions. In order to determine the Sales Charge for any Purchase Payment, we must first assign the Purchase Payment to one specific Sales Charge percentage that is tiered as shown in the table below. The tier assigned to each Purchase Payment is the one that includes the sum of adding that Purchase Payment to the greater of the Contract Value, or the prior aggregate Purchase Payments reduced by aggregate withdrawals, as of the Valuation Period during which we accept that Purchase Payment. (The Contract Value is \$0 for purposes of assigning a tier to the initial Purchase Payment.) The Sales Charge for each Purchase Payment is then determined by multiplying that Purchase Payment by its applicable Sales Charge percentage.

Subsequent Purchase Payments and/or changes in Contract Value do not change the Sales Charge applicable to any prior Purchase Payment, with one exception: You may include a letter of intent with your initial Purchase Payment to state that you will make additional Purchase Payments in an agreed aggregate amount within a specified time period, not to exceed 13 months from the Issue Date, in exchange for an immediate, specified reduction in the Sales Charge percentage to the percentage that would have applied if those aggregate Purchase Payments had all been received as part of the initial Purchase Payment. The letter of intent must be in a form acceptable to us. If, at the end of the specified time period, we have not received the agreed aggregate Purchase Payments, we will deduct an additional Sales Charge amount. The amount will be equal to the difference between the total Sales Charges actually paid and the total Sales Charges that would have been payable in the absence of the letter of intent, based upon the Purchase Payments we actually received. It will be deducted from the Investment Options in the same proportion as their values are to the Contract Value.

Sales Charge Percentage Table

<u>Current Purchase Payment Plus Greater of Current Contract Value or All Prior Purchase Payments Less Prior Withdrawals</u>	<u>Sales Charge Percentage</u>
Less than \$50,000	5.75%
At least \$50,000 but less than \$100,000	4.50%
At least \$100,000 but less than \$250,000	3.50%
At least \$250,000 but less than \$500,000	2.50%
At least \$500,000 but less than \$1,000,000	1.75%
\$1,000,000 or more	0.50%

Text Comparison

Documents Compared

SG-VDA-P-2006SA-01 schedule A-share corr.pdf

SG-VDA-P-2006SA-01 schedule A-share corr 2.pdf

Summary

6 word(s) added

6 word(s) deleted

To see where the changes are, please scroll down.

[PRODUCT A] SCHEDULE, continued

CONTRACT LIMITATIONS, FEES, AND CHARGES

Maximum Issue Date:	We will not issue a Contract on or after the oldest Owner's or Annuitant's [86 th] birthday.
Maximum Annuity Date:	The oldest Owner's or Annuitant's [95 th] birthday.
Additional Purchase Payments:	Not permitted on or after the oldest Owner's or Annuitant's [86 th] birthday or within 3 years of the Annuity Date.
Minimum Additional Purchase Payment:	\$100.00
Maximum Aggregate Purchase Payments:	\$1,000,000.00
Mortality & Expense Risk Charge:	[0.75%] per year The Mortality & Expense Risk Charge was established on the Issue Date and will not change.
Administration Charge:	[0.10%] per year The Administration Charge was established on the Issue Date and will not change.
Transfer Fee for Transfers in Excess of Limit:	\$25 for each transfer in excess of 12 per Contract Year. The Transfer Fee was established on the Issue Date and will not change.

Contract Maintenance Fee: [\$35.00]
The Contract Maintenance Fee was established on the Issue Date and will not change. It is deducted prior to the Annuity Date on each Contract Anniversary, and on any day that the Contract is surrendered other than a Contract Anniversary. The Contract Maintenance Fee will be deducted from the Investment Options in the same proportion as their values are to the Contract Value. The Contract Maintenance Fee will be waived by the Company in the event either the Contract Value, or the aggregate Purchase Payments reduced by aggregate withdrawals, equals or exceeds [\$50,000] on the date the Fee is to be deducted.

Sales Charge:

The Sales Charge Percentage Table was established on the Issue Date and will not change. On the day we accept any Purchase Payment, we will deduct a Sales Charge, and any applicable premium taxes, from the Purchase Payment before we apply the resulting Net Purchase Payment to the Investment Options according to your allocation instructions. In order to determine the Sales Charge for any Purchase Payment, we must first assign the Purchase Payment to one specific Sales Charge percentage that is tiered as shown in the table below. The tier assigned to each Purchase Payment is the one that includes the sum of adding that Purchase Payment to the greater of the Contract Value, or the prior aggregate Purchase Payments reduced by aggregate withdrawals, as of the Valuation Period during which we accept that Purchase Payment. (The Contract Value is \$0 for purposes of assigning a tier to the initial Purchase Payment.) The Sales Charge for each Purchase Payment is then determined by multiplying that Purchase Payment by its applicable Sales Charge percentage.

Subsequent Purchase Payments and/or changes in Contract Value do not change the Sales Charge applicable to any prior Purchase Payment, with one exception: You may include a letter of intent with your initial Purchase Payment to state that you will make additional Purchase Payments in an agreed aggregate amount within a specified time period, not to exceed 13 months from the Issue Date, in exchange for an immediate, specified reduction in the Sales Charge percentage to the percentage that would have applied if those aggregate Purchase Payments had all been received as part of the initial Purchase Payment. The letter of intent must be in a form acceptable to us. If, at the end of the specified time period, we have not received the agreed aggregate Purchase Payments, we will deduct an additional Sales Charge amount. The amount will be equal to the difference between the total Sales Charges actually paid and the total Sales Charges that would have been payable in the absence of the letter of intent, based upon the Purchase Payments we actually received. It will be deducted from the Investment Options in the same proportion as their values are to the Contract Value.

Sales Charge Percentage Table

<u>Current Purchase Payment Plus Greater of Current Contract Value or All Prior Purchase Payments Less Prior Withdrawals</u>	<u>Sales Charge Percentage</u>
Less than \$50,000	5.75%
At least \$50,000 but less than \$100,000	4.50%
At least \$100,000 but less than \$250,000	3.50%
At least \$250,000 but less than \$500,000	2.50%
At least \$500,000 but less than \$1,000,000	1.75%
\$1,000,000 or more	0.50%

[PRODUCT A] SCHEDULE, continued

CONTRACT LIMITATIONS, FEES, AND CHARGES

Maximum Issue Date:	We will not issue a Contract on or after the oldest Owner's or Annuitant's [86 th] birthday.
Maximum Annuity Date:	The oldest Owner's or Annuitant's [95 th] birthday.
Additional Purchase Payments:	Not permitted on or after the oldest Owner's or Annuitant's [86 th] birthday or within 3 years of the Annuity Date.
Minimum Additional Purchase Payment:	\$100.00
Maximum Aggregate Purchase Payments:	\$1,000,000.00
Mortality & Expense Risk Charge:	[0.75%] per year The Mortality & Expense Risk Charge was established on the Issue Date and will not change.
Administration Charge:	[0.10%] per year The Administration Charge was established on the Issue Date and will not change.
Transfer Fee for Transfers in Excess of Limit:	\$25 for each transfer in excess of 12 per Contract Year. The Transfer Fee was established on the Issue Date and will not change.
Contract Maintenance Fee:	[\$35.00] The Contract Maintenance Fee was established on the Issue Date and will not change. It is deducted prior to the Annuity Date on each Contract Anniversary, and on any day that the Contract is surrendered other than a Contract Anniversary. The Contract Maintenance Fee will be deducted from the Investment Options in the same proportion as their values are to the Contract Value. The Contract Maintenance Fee will be waived by the Company in the event either the Contract Value, or the aggregate Purchase Payments reduced by aggregate withdrawals, equals or exceeds [\$50,000] on the date the Fee is to be deducted.

Sales Charge:

The Sales Charge Percentage Table was established on the Issue Date and will not change. On the day we accept any Purchase Payment, we will deduct a Sales Charge, and any applicable premium taxes, from the Purchase Payment before we apply the resulting Net Purchase Payment to the Investment Options according to your allocation instructions. In order to determine the Sales Charge for any Purchase Payment, we must first assign the Purchase Payment to one specific Sales Charge percentage that is tiered as shown in the table below. The tier assigned to each Purchase Payment is the one that includes the sum of adding that Purchase Payment to the greater of the Contract Value, or the prior aggregate Purchase Payments reduced by aggregate withdrawals, as of the Valuation Period during which we accept that Purchase Payment. (The Contract Value is \$0 for purposes of assigning a tier to the initial Purchase Payment.) The Sales Charge for each Purchase Payment is then determined by multiplying that Purchase Payment by its applicable Sales Charge percentage.

Subsequent Purchase Payments and/or changes in Contract Value do not change the Sales Charge applicable to any prior Purchase Payment, with one exception: You may include a letter of intent with your initial Purchase Payment to state that you will make additional Purchase Payments in an agreed aggregate amount within a specified time period, not to exceed 13 months from the Issue Date, in exchange for an immediate, specified reduction in the Sales Charge percentage to the percentage that would have applied if those aggregate Purchase Payments had all been received as part of the initial Purchase Payment. The letter of intent must be in a form acceptable to us. If, at the end of the specified time period, we have not received the agreed aggregate Purchase Payments, we will deduct an additional Sales Charge amount. The amount will be equal to the difference between the total Sales Charges actually paid and the total Sales Charges that would have been payable in the absence of the letter of intent, based upon the Purchase Payments we actually received. It will be deducted from the Investment Options in the same proportion as their values are to the Contract Value.

Sales Charge Percentage Table

<u>Current Purchase Payment Plus Greater of Current Contract Value or All Prior Purchase Payments Less Prior Withdrawals</u>	<u>Sales Charge Percentage</u>
Less than \$50,000	5.75%
At least \$50,000 but less than \$100,000	4.50%
At least \$100,000 but less than \$250,000	3.50%
At least \$250,000 but less than \$500,000	2.50%
At least \$500,000 but less than \$1,000,000	<u>2.00%</u>
<u>\$1,000,000 or more</u>	<u>0.50%</u>

Text Comparison

Documents Compared

AM VDA A-Share - SG w demos - signed.pdf

SG AM VDA A-Share (w sched corr 2) w demos - signed.pdf

Summary

29 word(s) added

9 word(s) deleted

1793 word(s) matched

4 block(s) matched

To see where the changes are, please scroll down.

ACTUARIAL MEMORANDUM

Individual Flexible Premium Deferred Variable Annuity Contract

<u>Form Type</u>	<u>Form Number</u>	<u>Form Title</u>
Contract Cover	VDA-P-2006C-WX	Variable Annuity Contract – Covers
Contract Body	VDA-P-2006A	Variable Annuity Contract – Body
Schedule	VDA-P-2006SA-1	Variable Annuity Schedule
Endorsement	VDA-P-5014A	Guaranteed Account with Fixed and DCA Accounts

DESCRIPTION OF THE CONTRACT

The contract allows the owner to direct purchase payments (less any applicable premium tax) to a variety of investment options that include equity and bond portfolios and a domestic money market fund that are sub-accounts of the Protective Variable Annuity Separate Account, as well as a Fixed Account and 2 DCA (dollar cost averaging) Accounts that are each part of the Guaranteed Account (the company's general account). The DCA Accounts are available for new purchase payments only and automatically transfer purchase payments allocated to them (including accrued interest) into owner specified sub-accounts in equal monthly installments over either 6 months for DCA Account 1 or 12 months for DCA Account 2.

Contracts will be offered to the general public on an individual basis in both qualified and non-qualified markets. The maximum issue age will range between the oldest owner's or annuitant's age 85 and 90. The maximum annuity date will range between the 95th and 100th birthday, but will not be any earlier than 10 years after the maximum issue age.

The minimum initial purchase payment required to issue a contract will range between \$5,000 and \$25,000. We will accept additional purchase payments subject to the same age limit as for contract issue. The maximum aggregate purchase payment we will accept is \$1,000,000 per contract.

Withdrawals (or a full surrender of the contract) are permitted on or prior to the annuity date. The contract value remaining after any withdrawal must be at least \$5,000.

The contract provides a death benefit equal to the contract value if an owner dies prior to the annuity date.

CONTRACT CHARGES AND FEES

The contract will assess the following contract charges and fees. All charges, fees and fee schedules associated with the base contract are established on the contract's issue date and will not change while the contract remains in force.

Asset Based Charges – Two asset-based charges are based on the daily value of the sub-accounts in the variable account. They are the mortality and expense risk charge and the administration charge. Values for the annual mortality and expense risk charge will range between 75 basis points ("bps") and 100 bps, while values for the annual administration charge will range between 10 bps and 25 bps.

Asset based charges are part of the contract's net investment factor calculation used to determine the accumulation unit value for each sub-account on each valuation day.

Sales Charge – An up-front sales charge based on purchase payments. We deduct the sales charge (and any applicable premium tax) from the purchase payment on the day we accept it before the resulting net purchase payment is applied to the contract. To determine the sales charge, we first assign it to a specific sales charge percentage that is tiered as shown in the table below. The tier assigned to each purchase payment is the one that includes the result of adding the purchase payment to the ~~contract value~~ on that date. (The contract value is considered as \$0 for purposes of assigning a tier to the initial purchase payment.) The sales charge for that purchase payment is determined by multiplying it by the applicable sales charge percentage.

Protective Life Insurance Company
 Post Office Box 2606
 Birmingham, Alabama 35282-9887

ACTUARIAL MEMORANDUM

Individual Flexible Premium Deferred Variable Annuity Contract

<u>Form Type</u>	<u>Form Number</u>	<u>Form Title</u>
Contract Cover	VDA-P-2006C-WX	Variable Annuity Contract – Covers
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Subsequent purchase payments and/or changes in contract value do not affect change the sales charge applicable to any prior purchase payment, with one exception. When the contract is purchased, we will accept the owner's letter of intent stating that she will make additional purchase payments in an agreed aggregate amount within a specified time period not exceeding 13 months from the contract's issue date, in exchange for an immediate, specified reduction in the sales charge percentage. The reduced percentage will be the one that would have applied if those aggregate purchase payments had all been tendered as the initial purchase payment. If, at the end of the specified time period, aggregate purchase payments in the stated amount have not been received, we will deduct an additional sales charge. The additional sales charge amount will be equal to the difference between the total sales charge collected and the total sales charge that would have been payable in the absence of the letter of intent, based upon the purchase payments we actually received. The additional sales charge will be deducted from the investment options in the same proportion as their values bear to the contract value on that date.

Sales Charge Percentage Table

<u>Current Purchase Payment Plus Current Contract Value</u>	<u>Sales Charge Percentage</u>
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At least \$500,000 but less than \$1,000,000	1.75%
\$1,000,000 or more	0.50%

Contract Maintenance Fee – A fixed annual charge that is deducted from the investment options on each contract anniversary prior to the annuity date, and on any day the contract is surrendered other than a contract anniversary, in the same proportion that each bears to the total contract value on that date. Values for the contract maintenance fee will range between \$25 and \$50. This fee is waived if either the contract value or aggregate net purchase payments reach a specified threshold on any contract anniversary that the fee would otherwise be assessed. Values for the waiver threshold will range between \$50,000 and \$100,000.

Transfer Fee – A contingent transaction based fee of \$25 that is assessed after the owner requests transfers among the investment options on more than 12 separate valuation periods during any contract year. Automated transfers to facilitate dollar cost averaging, portfolio rebalancing, and the allocation adjustment feature in any protected lifetime income benefit rider do not count against the 12 annual owner initiated transfers allowed. When the fee is assessed it is deducted from the total amount transferred in the same proportion that the value of each investment option bears to the total amount transferred that valuation period.

CASH VALUE DISCUSSION

Cash values provided by the Protective Variable Annuity Separate Account reflect the market value of the underlying assets. A return of principal is not guaranteed. I certify that cash values provided by the separate account comply with the requirements of section 7C of the NAIC Variable Annuity Regulation, model #250, which has been adopted in your state.

The cash values provided by the Guaranteed Account meet or exceed the requirements of the NAIC Annuity Nonforfeiture Model Regulation. The company will not declare an interest rate for any segment of the Guaranteed Account that is less than the contract's non-forfeiture interest rate. Declared interest rates for the Fixed Account are guaranteed for 1 year. Declared interest rates for the DCA Accounts are guaranteed for the maximum period over which dollar cost averaging transfers (from that account) are permitted.

A contract's non-forfeiture interest rate is established on its issue date and will not be re-determined. It is derived using the indexed methodology described in the NAIC Standard Nonforfeiture Law for Individual Deferred Annuities, model #805. Specifically, we take the 5-Year Constant Maturity Treasury Rate as of January 31 of each calendar year, subtract 1.25% and round the result to the nearest 0.05%. The non-forfeiture interest will not be less than 1.00% nor more than 3.00%. The non-forfeiture interest rate will apply to new contracts issued during the annual period that begins on May 1 of the calendar year in which it was determined and ends on April 30 of the following calendar year.

Subsequent purchase payments and/or changes in contract value do not affect change the sales charge applicable to any prior purchase payment, with one exception. When the contract is purchased, we will accept the owner's letter of intent stating that she will make additional purchase payments in an agreed aggregate amount within a specified time period not exceeding 13 months from the contract's issue date, in exchange for an immediate, specified reduction in the sales charge percentage. The reduced percentage will be the one that would have applied if those aggregate purchase payments had all been tendered as the initial purchase payment. If, at the end of the specified time period, aggregate purchase payments in the stated amount have not been received, we will deduct an additional sales charge. The additional sales charge amount will be equal to the difference between the total sales charge collected and the total sales charge that would have been payable in the absence of the letter of intent, based upon the purchase payments we actually received. The additional sales charge will be deducted from the investment options in the same proportion as their values bear to the contract value on that date.

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A contract's non-forfeiture interest rate is established on its issue date and will not be re-determined. It is derived using the indexed methodology described in the NAIC Standard Nonforfeiture Law for Individual Deferred Annuities, model #805. Specifically, we take the 5-Year Constant Maturity Treasury Rate as of January 31 of each calendar year, subtract 1.25% and round the result to the nearest 0.05%. The non-forfeiture interest will not be less than 1.00% nor more than 3.00%. The non-forfeiture interest rate will apply to new contracts issued during the annual period that begins on May 1 of the calendar year in which it was determined and ends on April 30 of the following calendar year.

Accordingly, I certify that the procedures used in the determination of the contract's non-forfeiture interest rates comply with the NAIC Annuity Nonforfeiture Model Regulation, model # 806. I further certify that written request will be made to and written approval received from the chief insurance regulator of the state of Tennessee (the domicile state of the company) prior to the company exercising any contractual right to defer the payment of any general account cash surrender value, withdrawal or loan value for a period of not more than six months.

The attached demonstrations prove cash value nonforfeiture compliance for both the variable and guaranteed account, assuming the highest surrender charge and expense tier.

RESERVE DISCUSSION

Statutory reserves the contracts will be determined using VA CARVM as outlined in Actuarial Guideline 43. The AG 43 Aggregate Reserve covers the base contract, and all enhanced death and living benefit guarantees.

The AG 43 Reserve is the Standard Scenario Amount plus the excess, if any, of the Conditional Tail Expectation ("CTE") Amount.

The Standard Scenario Amount is the sum of the Standard Scenario Reserves determined for each contract. This is a seriatim calculation utilizing a single drop/recovery scenario (similar to the methodology in AG 34) using specified assumptions. The Standard Scenario Reserve for any contract will not be less than the cash surrender value for that contract.

The CTE Amount calculation uses stochastic projection to capture the tail risk that exists for the in force block using the Greatest Present Value of Accumulated Deficiencies ("GPVAD") methodology. Under this methodology, we will apply prudent estimate assumptions to scenarios that meet the specific calibration requirements. The assumptions we use will be documented and supported by credible experience analysis. The CTE Amount is the arithmetic average of 30% of the largest non-negative GPVAD values calculated.

No less frequently than annually, we will examine the adequacy of the AG 43 reserves, including the prudent estimate assumptions upon which the modeling is based.

If the company reinsures all or a portion of the AG 43 risk, both the reserve calculation and the asset adequacy analysis will include appropriate adjustments to accurately reflect the impact of the reinsurance, including those instances where reinsurance would increase the living benefit reserve.

NON-DISCRIMINATION STATEMENT

No assumptions or provisions of this contract unfairly discriminate with respect to availability, rates, benefits, or in any other way for individuals of the same class, equal expectation of life and degree of risk or hazard.

Submitted on behalf of Protective Life Insurance Company by:



Lance Poole, MAAA, FSA
Vice-President – Annuity Product Actuary
Protective Life Insurance Company

~~August 15, 2011~~

Accordingly, I certify that the procedures used in the determination of the contract's non-forfeiture interest rates comply with the NAIC Annuity Nonforfeiture Model Regulation, model # 806. I further certify that written request will be made to and written approval received from the chief insurance regulator of the state of Tennessee (the domicile state of the company) prior to the company exercising any contractual right to defer the payment of any general account cash surrender value, withdrawal or loan value for a period of not more than six months.

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Submitted on behalf of Protective Life Insurance Company by:



Lance Poole, MAAA, FSA
Vice-President – Annuity Product Actuary
Protective Life Insurance Company
March 15, 2012

<i>SERFF Tracking Number:</i>	<i>PRTA-127616352</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Protective Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>49730</i>
<i>Company Tracking Number:</i>	<i>VDA2006A-LAURA</i>		
<i>TOI:</i>	<i>A03I Individual Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>SG-VDA-P-2006A</i>		
<i>Project Name/Number:</i>	<i>SG-VDA-P-2006A/SG-VDA-P-2006A</i>		

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
02/22/2012	Form	Schedule (Insert Pages for Contract)	03/16/2012	SG-VDA-P-2006SA-01 schedule A-share corr.pdf (Superseded)
09/07/2011	Supporting Document	Life & Annuity - Acturial Memo	03/16/2012	AM VDA A-Share - SG w demos - signed.pdf (Superseded)
02/22/2012	Supporting Document	Redline Compare A-Share Schedules - Original to Corrected	03/16/2012	SG Compare Schedules A- Share to A-Share corr.pdf
09/07/2011	Form	Schedule (Insert Pages for Contract)	02/22/2012	SG-VDA-P-2006SA-01 schedule A-Share.pdf (Superseded)

[PRODUCT A] SCHEDULE

CONTRACT NUMBER

[VA00000001]

ISSUE DATE

[February 1, 2012]

OWNER 1

[John Doe]

BIRTH DATE OF OWNER 1

[January 15, 1947]

OWNER 2

[None]

BIRTH DATE OF OWNER 2

[Not Applicable]

ANNUITANT

[John Doe]

BIRTH DATE OF ANNUITANT

[January 15, 1947]

BENEFICIARY

As contained in our records

ANNUITY DATE

[January 15, 2042]

PROTECTED LIFETIME INCOME OPTION

[*SecurePaySM FX*]

DEATH BENEFIT

[Maximum Anniversary Value]

AGENT

[Allen Agent]

[Brisk Financial Services]

[456 High Street]

[Anycity, Anystate 11111]

[987-654-3210]

INSURANCE REGULATORY AUTHORITY

[State Department of Insurance]

[Consumer Contact Phone #]

[Consumer Contact website or email address]

INITIAL PURCHASE PAYMENT

[\$100,000.00]

TAX-QUALIFIED STATUS

[Non-Qualified]

INTEREST RATES FOR THE GUARANTEED ACCOUNT

**Annual Effective Interest Rates for the
Guaranteed Account on the Issue Date:**

FIXED ACCOUNT – [1.25%]

DCA ACCOUNT 1 – [3.00%]

DCA ACCOUNT 2 – [6.00%]

**Non-Forfeiture Interest Rate (NFIR) for the
Guaranteed Account:**

[1.00%]

The Contract's NFIR for the Guaranteed Account was established on the Issue Date and will not change. It was determined by taking the 5-Year Constant Maturity Treasury Rate as of the January 31 prior to the May 1 – April 30 annual period during which the Contract was issued, subtracting 1.25%, and rounding the result to the nearest 0.05%. The NFIR cannot be less than 1.00% and will not be more than 3.00%. Interest rates declared by the Company for the Guaranteed Account will be at least equal to the Contract's NFIR.

[PRODUCT A] SCHEDULE, continued

CONTRACT LIMITATIONS, FEES, AND CHARGES

Maximum Issue Date:	We will not issue a Contract on or after the oldest Owner's or Annuitant's [86 th] birthday.
Maximum Annuity Date:	The oldest Owner's or Annuitant's [95 th] birthday.
Additional Purchase Payments:	Not permitted on or after the oldest Owner's or Annuitant's [86 th] birthday or within 3 years of the Annuity Date.
Minimum Additional Purchase Payment:	\$100.00
Maximum Aggregate Purchase Payments:	\$1,000,000.00
Mortality & Expense Risk Charge:	[0.75%] per year The Mortality & Expense Risk Charge was established on the Issue Date and will not change.
Administration Charge:	[0.10%] per year The Administration Charge was established on the Issue Date and will not change.
Transfer Fee for Transfers in Excess of Limit:	\$25 for each transfer in excess of 12 per Contract Year. The Transfer Fee was established on the Issue Date and will not change.

Contract Maintenance Fee: [\$35.00]
The Contract Maintenance Fee was established on the Issue Date and will not change. It is deducted prior to the Annuity Date on each Contract Anniversary, and on any day that the Contract is surrendered other than a Contract Anniversary. The Contract Maintenance Fee will be deducted from the Investment Options in the same proportion as their values are to the Contract Value. The Contract Maintenance Fee will be waived by the Company in the event either the Contract Value, or the aggregate Purchase Payments reduced by aggregate withdrawals, equals or exceeds [\$50,000] on the date the Fee is to be deducted.

Sales Charge:
The Sales Charge Percentage Table was established on the Issue Date and will not change. On the day we accept any Purchase Payment, we will deduct a Sales Charge, and any applicable premium taxes, from the Purchase Payment before we apply the resulting Net Purchase Payment to the Investment Options according to your allocation instructions. In order to determine the Sales Charge for any Purchase Payment, we must first assign the Purchase Payment to one specific Sales Charge percentage that is tiered as shown in the table below. The tier assigned to each Purchase Payment is the one that includes the sum of adding that Purchase Payment to the greater of the Contract Value, or the prior aggregate Purchase Payments reduced by aggregate withdrawals, as of the Valuation Period during which we accept that Purchase Payment. (The Contract Value is \$0 for purposes of assigning a tier to the initial Purchase Payment.) The Sales Charge for each Purchase Payment is then determined by multiplying that Purchase Payment by its applicable Sales Charge percentage.

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Sales Charge Percentage Table

<u>Current Purchase Payment Plus Greater of Current Contract Value or All Prior Purchase Payments Less Prior Withdrawals</u>	<u>Sales Charge Percentage</u>
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At least \$500,000 but less than \$1,000,000	1.75%
\$1,000,000 or more	0.50%

[PRODUCT A] SCHEDULE, continued

INVESTMENT OPTIONS AVAILABLE ON THE ISSUE DATE

Protective Life Guaranteed Account

Fixed Account
DCA Account 1
DCA Account 2

Sub-Accounts of the Protective Variable Annuity Separate Account

[American Funds

Asset Allocation *Class 2*

Fidelity

VIP Contrafund® *Service Class 2*
VIP Index 500 *Service Class 2*
VIP Investment Grade Bond *Service Class 2*
VIP Mid Cap *Service Class 2*

Franklin Templeton

Franklin Flex Cap Growth *Class 2*
Franklin Income *Class 2*
Franklin Rising Dividends *Class 2*
Franklin Small Cap Value *Class 2*
Franklin Small-Mid Cap Growth *Class 2*
Franklin U. S. Government *Class 2*
Mutual Shares *Class 2*
Templeton Foreign *Class 2*
Templeton Global Bond *Class 2*
Templeton Growth *Class 2*

Goldman Sachs

Growth Opportunities *Service Class Shares*
Large Cap Value *Service Class Shares*
Mid Cap Value *Service Class Shares*
Strategic Growth *Service Class Shares*
Strategic International Equity *Service Class Shares*

Invesco

Government Securities *Class II*

Invesco Van Kampen

Comstock *Class II*
Equity and Income *Class II*
Growth and Income *Class II*
Mid Cap Growth *Class II*
Mid Cap Value *Class II*

Legg Mason

ClearBridge Mid Cap Core *Class II*
ClearBridge Small Cap Growth *Class II*

Lord Abbett

Bond Debenture
Capital Structure
Classic Stock
Fundamental Equity
Growth and Income
Growth Opportunities
International Opportunities
Mid Cap Value

MFS Investment Management

Growth *Service Class*
Investors Growth Stock *Service Class*
Investors Trust *Service Class*
New Discovery *Service Class*
Research *Service Class*
Research Bond *Service Class*
Total Return *Service Class*
Utilities *Service Class*
Value *Service Class*

Morgan Stanley

UIF Global Real Estate *Class II*

OppenheimerFunds

Capital Appreciation *Service Class*
Global Securities *Service Class*
Global Strategic Income *Service Class*
Main Street® *Service Class*
Money *Service Class*

PIMCO

Long-Term U. S. Government *Advisor*
Low Duration *Advisor*
Real Return *Advisor*
Short-Term *Advisor*
Total Return *Advisor*

Royce

Micro-Cap *Service Class*
Small-Cap *Service Class*]

[PRODUCT A] SCHEDULE

CONTRACT NUMBER

[VA00000001]

ISSUE DATE

[February 1, 2012]

OWNER 1

[John Doe]

BIRTH DATE OF OWNER 1

[January 15, 1947]

OWNER 2

[None]

BIRTH DATE OF OWNER 2

[Not Applicable]

ANNUITANT

[John Doe]

BIRTH DATE OF ANNUITANT

[January 15, 1947]

BENEFICIARY

As contained in our records

ANNUITY DATE

[January 15, 2042]

PROTECTED LIFETIME INCOME OPTION

[*SecurePaySM FX*]

DEATH BENEFIT

[Maximum Anniversary Value]

AGENT

[Allen Agent]
[Brisk Financial Services]
[456 High Street]
[Anycity, Anystate 11111]
[987-654-3210]

INSURANCE REGULATORY AUTHORITY

[State Department of Insurance]
[Consumer Contact Phone #]
[Consumer Contact website or email address]

INITIAL PURCHASE PAYMENT

[\$100,000.00]

TAX-QUALIFIED STATUS

[Non-Qualified]

INTEREST RATES FOR THE GUARANTEED ACCOUNT

**Annual Effective Interest Rates for the
Guaranteed Account on the Issue Date:**

FIXED ACCOUNT – [1.25%]
DCA ACCOUNT 1 – [3.00%]
DCA ACCOUNT 2 – [6.00%]

**Non-Forfeiture Interest Rate (NFIR) for the
Guaranteed Account:**

[1.00%]

The Contract's NFIR for the Guaranteed Account was established on the Issue Date and will not change. It was determined by taking the 5-Year Constant Maturity Treasury Rate as of the January 31 prior to the May 1 – April 30 annual period during which the Contract was issued, subtracting 1.25%, and rounding the result to the nearest 0.05%. The NFIR cannot be less than 1.00% and will not be more than 3.00%. Interest rates declared by the Company for the Guaranteed Account will be at least equal to the Contract's NFIR.

[PRODUCT A] SCHEDULE, continued

CONTRACT LIMITATIONS, FEES, AND CHARGES

Maximum Issue Date:	We will not issue a Contract on or after the oldest Owner's or Annuitant's [86 th] birthday.
Maximum Annuity Date:	The oldest Owner's or Annuitant's [95 th] birthday.
Additional Purchase Payments:	Not permitted on or after the oldest Owner's or Annuitant's [86 th] birthday or within 3 years of the Annuity Date.
Minimum Additional Purchase Payment:	\$100.00
Maximum Aggregate Purchase Payments:	\$1,000,000.00
Mortality & Expense Risk Charge:	[0.75%] per year The Mortality & Expense Risk Charge was established on the Issue Date and will not change.
Administration Charge:	[0.10%] per year The Administration Charge was established on the Issue Date and will not change.
Transfer Fee for Transfers in Excess of Limit:	\$25 for each transfer in excess of 12 per Contract Year. The Transfer Fee was established on the Issue Date and will not change.
Contract Maintenance Fee:	[\$35.00] The Contract Maintenance Fee was established on the Issue Date and will not change. It is deducted prior to the Annuity Date on each Contract Anniversary, and on any day that the Contract is surrendered other than a Contract Anniversary. The Contract Maintenance Fee will be deducted from the Investment Options in the same proportion as their values are to the Contract Value. The Contract Maintenance Fee will be waived by the Company in the event either the Contract Value, or the aggregate Purchase Payments reduced by aggregate withdrawals, equals or exceeds [\$50,000] on the date the Fee is to be deducted.

Sales Charge:

The Sales Charge Percentage Table was established on the Issue Date and will not change. On the day we accept any Purchase Payment, we will deduct a Sales Charge, and any applicable premium taxes, from the Purchase Payment before we apply the resulting Net Purchase Payment to the Investment Options according to your allocation instructions. In order to determine the Sales Charge for any Purchase Payment, we must first assign the Purchase Payment to one specific Sales Charge percentage that is tiered as shown in the table below. The tier assigned to each Purchase Payment is the one that includes the sum of adding that Purchase Payment to the Contract Value as of the Valuation Period during which we accept that Purchase Payment. (The Contract Value is \$0 for purposes of assigning a tier to the initial Purchase Payment.) The Sales Charge for each Purchase Payment is then determined by multiplying that Purchase Payment by its applicable Sales Charge percentage.

Subsequent Purchase Payments and/or changes in Contract Value do not change the Sales Charge applicable to any prior Purchase Payment, with one exception: You may include a letter of intent with your initial Purchase Payment to state that you will make additional Purchase Payments in an agreed aggregate amount within a specified time period, not to exceed 13 months from the Issue Date, in exchange for an immediate, specified reduction in the Sales Charge percentage to the percentage that would have applied if those aggregate Purchase Payments had all been received as part of the initial Purchase Payment. The letter of intent must be in a form acceptable to us. If, at the end of the specified time period, we have not received the agreed aggregate Purchase Payments, we will deduct an additional Sales Charge amount. The amount will be equal to the difference between the total Sales Charges actually paid and the total Sales Charges that would have been payable in the absence of the letter of intent, based upon the Purchase Payments we actually received. It will be deducted from the Investment Options in the same proportion as their values are to the Contract Value.

Sales Charge Percentage Table

<u>Current Purchase Payment Plus Current Contract Value</u>	<u>Sales Charge Percentage</u>
Less than \$50,000	5.75%
At least \$50,000 but less than \$100,000	4.50%
At least \$100,000 but less than \$250,000	3.50%
At least \$250,000 but less than \$500,000	2.50%
At least \$500,000 but less than \$1,000,000	1.75%
\$1,000,000 or more	0.50%

[PRODUCT A] SCHEDULE, continued

INVESTMENT OPTIONS AVAILABLE ON THE ISSUE DATE

Protective Life Guaranteed Account

Fixed Account
DCA Account 1
DCA Account 2

Sub-Accounts of the Protective Variable Annuity Separate Account

[American Funds

Asset Allocation *Class 2*

Fidelity

VIP Contrafund® *Service Class 2*
VIP Index 500 *Service Class 2*
VIP Investment Grade Bond *Service Class 2*
VIP Mid Cap *Service Class 2*

Franklin Templeton

Franklin Flex Cap Growth *Class 2*
Franklin Income *Class 2*
Franklin Rising Dividends *Class 2*
Franklin Small Cap Value *Class 2*
Franklin Small-Mid Cap Growth *Class 2*
Franklin U. S. Government *Class 2*
Mutual Shares *Class 2*
Templeton Foreign *Class 2*
Templeton Global Bond *Class 2*
Templeton Growth *Class 2*

Goldman Sachs

Growth Opportunities *Service Class Shares*
Large Cap Value *Service Class Shares*
Mid Cap Value *Service Class Shares*
Strategic Growth *Service Class Shares*
Strategic International Equity *Service Class Shares*

Invesco

Government Securities *Class II*

Invesco Van Kampen

Comstock *Class II*
Equity and Income *Class II*
Growth and Income *Class II*
Mid Cap Growth *Class II*
Mid Cap Value *Class II*

Legg Mason

ClearBridge Mid Cap Core *Class II*
ClearBridge Small Cap Growth *Class II*

Lord Abbett

Bond Debenture
Capital Structure
Classic Stock
Fundamental Equity
Growth and Income
Growth Opportunities
International Opportunities
Mid Cap Value

MFS Investment Management

Growth *Service Class*
Investors Growth Stock *Service Class*
Investors Trust *Service Class*
New Discovery *Service Class*
Research *Service Class*
Research Bond *Service Class*
Total Return *Service Class*
Utilities *Service Class*
Value *Service Class*

Morgan Stanley

UIF Global Real Estate *Class II*

OppenheimerFunds

Capital Appreciation *Service Class*
Global Securities *Service Class*
Global Strategic Income *Service Class*
Main Street® *Service Class*
Money *Service Class*

PIMCO

Long-Term U. S. Government *Advisor*
Low Duration *Advisor*
Real Return *Advisor*
Short-Term *Advisor*
Total Return *Advisor*

Royce

Micro-Cap *Service Class*
Small-Cap *Service Class*]